

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Williamson Printing Corporation	02/01/2012
RECEIVING PARTY DATA	
Name:	Quad Williamson, LLC
Street Address:	N61 W23044 Harry's Way
City:	Sussex
State/Country:	WISCONSIN
Postal Code:	53089
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	5630363
Patent Number:	RE41048
Patent Number:	5888011
Patent Number:	6141851
CORRESPONDENCE DATA	
Fax Number:	(414)273-5198
Phone:	414-273-3500
Email:	bgilpin@gklaw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Brian G. Gilpin
Address Line 1:	780 North Water Street
Address Line 2:	Godfrey & Kahn, S.C.
Address Line 4:	Milwaukee, WISCONSIN 53202
ATTORNEY DOCKET NUMBER:	800000-A012
NAME OF SUBMITTER:	Brian G. Gilpin

CH \$160.00 5630363

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into this 15th day of February, 2012, by and among **QUAD WILLIAMSON, LLC**, a Wisconsin limited liability company, or its designee ("Buyer"), **WILLIAMSON PRINTING CORPORATION**, a Texas corporation ("WPC"), **THE FULFILLMENT CENTER, INC.**, a Texas corporation ("TFC"), **PRM PRINTING RESOURCES MANAGEMENT CORPORATION**, a Texas corporation ("PRM"), and **WILLIAMSON EXPRESS PRINTING CORPORATION**, a Texas corporation ("WEP"). WPC, TFC, PRM and WEP shall sometimes hereinafter be referred to individually as a "Seller," and collectively as "Sellers." Capitalized terms used herein without definition shall have the meanings assigned to such terms in the Purchase Agreement (as defined below).

WITNESSTH:

WHEREAS, Buyer, Sellers and the shareholders of Sellers are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), pursuant to which, among other things, Sellers have agreed to sell and transfer to Buyer, and Buyer has agreed to purchase and receive from Sellers, all of Sellers' right, title and interest in and to all of the Subject Assets, including, without limitation, Sellers' right, title and interest in and to the Intellectual Property owned or used by Sellers in the operation of the Subject Business;

WHEREAS, the Intellectual Property includes, but not is not limited to, the patents and trademarks listed on Exhibit A, attached hereto, the domain names listed on Exhibit B, attached hereto, and the unregistered trademarks set forth on Exhibit C, attached hereto; and

WHEREAS, the execution and delivery of this Assignment is a condition precedent to Buyer's obligations under the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers and Buyer hereby agree as follows:

1. Each Seller hereby assigns to Buyer, and Buyer hereby accepts the assignment of, such Seller's entire right, title and interest in and to all of the Intellectual Property owned by it, together with all common law rights therein, including the right to sue, obtain relief and recover damages for past, present and future infringement, together with the goodwill of the business and the patents and trademarks listed on Exhibit A, attached hereto.

2. Where appropriate, each Seller authorizes and requests the Commissioner of Patents and Trademarks of the United States, and an official of any country or countries foreign to the United States, whose duty it is to register patents, trademarks or copyrights, to record Buyer as the assignee and owner of the Intellectual Property.

3. This Assignment is subject, in all respects, to the terms and conditions of the Purchase Agreement and all of the representations, warranties, covenants and agreements contained therein. Nothing contained in this Assignment shall be deemed to supersede or change any of the provisions set forth in the Purchase Agreement. In the event of any conflict between

this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

4. No amendment or modification of this Assignment shall be valid unless in writing and signed by an authorized signatory of each Seller and Buyer.

5. No Seller may assign any right or obligation hereunder without the prior written consent of Buyer. This Assignment shall be binding upon the parties hereto and their respective successors and permitted assigns.

6. This Assignment and all questions arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Texas, without application of choice of law or conflicts of law principles.

7. This Assignment may be executed in counterparts, each of which shall be considered an original, but all of which taken together shall constitute one and the same instrument. This Assignment may be executed in facsimile or portable document format (.pdf) copy with the same binding effect as the original.

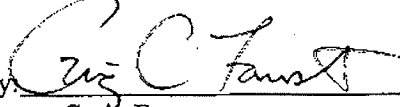
8. OTHER THAN THE SPECIFIC REPRESENTATIONS AND WARRANTIES IN THE PURCHASE AGREEMENT, THE SUBJECT ASSETS ARE BEING SOLD, CONVEYED, TRANSFERRED, AND ASSIGNED IN AN "AS IS" AND "WHERE IS" CONDITION, AND SELLERS EXPRESSLY DISCLAIM (I) ANY AND ALL OTHER WARRANTIES WITH RESPECT TO THE SUBJECT ASSETS, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND (II) ANY AND ALL OTHER WARRANTIES WITH RESPECT TO INTELLECTUAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, VALIDITY, ENFORCEABILITY, INFRINGEMENT, MARKETABILITY, UTILITY OR FUNCTIONALITY.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

BUYER:

QUAD WILLIAMSON, LLC

By 

Name: Craig Faust

Title: President

[Signature page to Intellectual Property Assignment (Buyer)]

SELLERS:

**WILLIAMSON PRINTING
CORPORATION**

By: 

Name: Jerry Williamson

Title: Chairman of the Board and
Chief Executive Officer

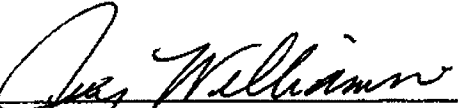
THE FULFILLMENT CENTER, INC.

By: 

Name: Jerry Williamson

Title: Chairman of the Board

**PRM PRINTING RESOURCES
MANAGEMENT CORPORATION**

By: 

Name: Jerry Williamson

Title: Chairman of the Board

**WILLIAMSON EXPRESS PRINTING
CORPORATION**

By: 

Name: Jerry Williamson

Title: Chairman of the Board

[Signature page to Intellectual Property Assignment (Sellers)]

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF Dallas

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SS:

On this, the 31 day of January, 2012, before me, a Notary Public, the undersigned, personally appeared Jerry Williamson, who acknowledged himself to be the _____ of WILLIAMSON PRINTING CORPORATION, a Texas corporation, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Dee Burch
Dee Burch, Notary Public

My commission expires: 1-5-15

[Seller's Notary for Intellectual Property Assignment (WPC)]

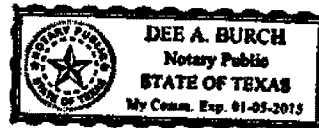


Exhibit A

Intellectual Property

Patents:

Patent Number	Title	Expiration Date	Assignee	Next Maintenance Fee
5,630,363	Combined Lithographic/Felxographic Printing Apparatus and Process	Re-Issued as RE41048	Williamson Printing Corporation	Re-issue
RE41048 (Re-issue of 5,630,363)	Combined Lithographic/Flexographic Printing Apparatus and Process	08/14/2015	Williamson Printing Corporation	NONE:: 4 th , 8 th , and 12 th year maintenance fees paid
5,888,011	Loose-Leaf Binder Structure	5/11/2017	Williamson Printing Corporation	NONE: 4 th , 8 th , and 12 th year maintenance fees paid
6,141,851	Apparatus for Forming a Hardboard Picture Puzzle Including Multiple Puzzle Pieces	11/07/2018	Williamson Printing Corporation	12 th year fee window opened 11/07/2011 \$2,365.00 due by 05/08/2012 to avoid surcharge

Trademarks:

Serial/ Registration Number	Mark	Owner	Section 8&15 Status
s/n 76593514 Reg. 3151319	WILLIAMSON MAILER MAGIC	Williamson Printing Corporation	Window opened 10/03/2011 Declaration not filed
s/n 76593507 Reg. 3145984	MAILER MAGIC	Williamson Printing Corporation	Window opened 09/19/2011 Declaration not filed
s/n 76313557 Reg. 2805420	LIQUID FOIL	Williamson Printing Corporation	8 year accepted 04/15/2010
s/n 74693618 Reg. 1973067	W	Williamson Printing Corporation	Section 8 (10-year) accepted/ Section 9 granted First renewal 10 year: 07/30/2006
s/n 74690259 Reg. 1971476	WIMS	Williamson Printing Corporation	Section 8 (10-year) accepted/ Section 9 granted First renewal 10 year: 04/19/2006
s/n 74190358 Reg. 1733474	PACKMAG	Williamson Printing Corporation	Section 8 (10-year) accepted/ Section 9 granted First renewal 10 year: 03/05/2003
s/n 74148312 Reg. 1704015	ADZOOKS	Williamson Printing Corporation	Section 8 (10-year) accepted/ Section 9 granted First renewal 10 year: 10/21/2002

Exhibit B

Domain Names

twpc.com
webmail.twpc.com

Exhibit C

Unregistered Trademarks

1. Glokote
2. High Impact
3. Liquid Emboss
4. Liquid Foil
5. Litho Lux ('363 Patent)
6. MailerMagic
7. PackMag
8. Paper Grommets
9. U3 Screening
10. WIMS
11. 3D Reproduction
12. Pearl Coat
13. Williamson Printing
14. Williamson Express
15. Williamson International
16. PRM
17. Printing Resource Management
18. Green Book

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