

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Ribbon Corp.		02/28/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GRC Acquisition Company, LLC		
Street Address:	4200 Columbus Street		
City:	Ottawa		
State/Country:	ILLINOIS		
Postal Code:	61350		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1898466	GRC	
Registration Number:	1806459	SRC	
Registration Number:	1471017	NUMBER-ALL	
Registration Number:	1400312	ONE UP	
Registration Number:	1400311	ONE UP	
Registration Number:	1389026	DISTINCTIVE QUALITY	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher c/o Goldberg Kohn		
Address Line 1:	55 East Monroe Street		
Address Line 2:	Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		

OP \$165.00 1898466

ATTORNEY DOCKET NUMBER:	5842.002
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	03/02/2007
Total Attachments: 5 source=GRC Trademark Assignment#page1.tif source=GRC Trademark Assignment#page2.tif source=GRC Trademark Assignment#page3.tif source=GRC Trademark Assignment#page4.tif source=GRC Trademark Assignment#page5.tif	

TRADEMARK ASSIGNMENT AND AGREEMENT

This Trademark Assignment and Agreement (the "Assignment") is made effective as of the ~~21~~²⁴ day of February, 2007, by and between General Ribbon Corp., a California corporation ("Assignor"), and GRC Acquisition Company, LLC, a Delaware limited liability company ("Assignee").

INTRODUCTION

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the trademarks and trademark registrations listed on the attached Schedule A (hereinafter, the "Trademarks"), and the goodwill of the business associated with the Trademarks (the "Goodwill");

WHEREAS, Assignee is desirous of acquiring all rights to the Trademarks and the Goodwill.

ASSIGNMENT AND AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby sells, assigns, transfers, conveys and sets over to Assignee, the entire right, title, interest in, to and under the Trademarks and the Goodwill to be held and enjoyed by Assignee, its successors, assigns and other legal representatives, as fully and completely as the same would have been held by Assignor if this assignment had not been made. Without limiting the generality of the foregoing, Assignor hereby sells, assigns, transfers, conveys and sets over unto Assignee causes of action and rights to bring suit for past infringement of the Trademarks.
2. Assignor hereby authorizes and requests any official throughout the world whose duty it is to register and record ownership in intellectual property rights, including the Patent and Trademark Office of the United States, to record Assignee as the assignee and owner of the Trademarks.
3. Assignor hereby agrees to execute and deliver at a future date any additional documents that Assignee determines may be necessary or desirable, or that may be required under federal or state law, to preserve and protect, and to perfect Assignee's ownership of, the Trademarks and the Goodwill. Assignor further agrees to pay any filing or other governmental fees and charges that become due and payable prior to the date hereof in connection with the registration of any of the Trademarks.
4. Assignor hereby grants to Assignee a power of attorney (which power is hereby acknowledged to be coupled with an interest and irrevocable) and appoints Assignee to serve as its agent and attorney-in-fact, with powers of substitution, in each case for the limited purposes of executing and delivering such documents and doing such acts in Assignor's place and stead as Assignor would otherwise be obligated to do pursuant to paragraph 3 above.

5. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to any conflict of laws provisions.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment and Agreement to be executed and delivered by their duly authorized officers and agents effective as of the date first set forth above.

Assignor:

General Ribbon Corp.

By: [Signature]
Name: James Daggs
Title: President / CEO

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES) SS:

D.K. Daniels
The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 23RD day of February, 2007, personally appeared before me James Daggs, the President/CEO of GENERAL RIBBON CORP., to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the President/CEO of said corporation, and that he signed and delivered the same in behalf of said corporation, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.



[Signature]
Notary Public

ACCEPTED:

GRC Acquisition Company, LLC
as Assignee

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment and Agreement to be executed and delivered by their duly authorized officers and agents effective as of the date first set forth above.

Assignor:

General Ribbon Corp.

By: _____

Name: _____

Title: _____

STATE OF _____)

) SS:

COUNTY OF _____)

The Undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this _____ day of February, 2007, personally appeared before me _____, the _____ of GENERAL RIBBON CORP., to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the _____ of said corporation, and that he signed and delivered the same in behalf of said corporation, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

Notary Public

ACCEPTED:

GRC Acquisition Company, LLC
as Assignee

By: D. Paul

Name: Dan Paul

Title: CEO

Schedule A
to
TRADEMARK ASSIGNMENT AND AGREEMENT

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
GRC	74-430906	1898466	06/13/95
SRC	74-365861	1806459	11/23/93
Number-All	73-614681	1471017	12/29/87
One Up	73-572828	1400312	07/08/86
One Up	73-572826	1400311	07/08/86
Distinctive Quality	73-527449	1389026	04/08/86

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