

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
Cartridges Are Us, Inc.		07/31/2007	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	CAU 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: 3			
Property Type	Number	Word Mark	
Registration Number:	3205302	RESPONSIBLE	
Registration Number:	3205300	RESPONSIBLE	
Registration Number:	2686541	INK CARTRIDGE PICTURE PERFECT PRINTING	
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		
ATTORNEY DOCKET NUMBER:	5842.002		
NAME OF SUBMITTER:	Nancy Brougher		

OP \$90.00 3205302

Signature:

/njb/

Date:

08/13/2007

Total Attachments: 5

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TRADEMARK ASSIGNMENT AND AGREEMENT

This Trademark Assignment and Agreement (the "Assignment") is made effective as of the ~~31st~~ day of July, 2007, by and between Cartridges Are Us, Inc., a Michigan corporation ("Assignor"), and CAU 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:

Cartridges Are Us, Inc.

By: [Signature]
Name: Steven Tocco
Title: President

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 31st day of July, 2007, personally appeared before me Steven Tocco, the President of CARTRIDGES ARE US, INC., 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 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:

CAU Acquisition Company, LLC
as Assignee

By: _____
Name: _____
Title: _____

SCHEDULE A

TRADEMARKS

Mark	Registration No.	Registration Date	International Classes	Status
RESPONSIBLE	3,205,302	2/6/2007	35, 40	Registered
RESPONSIBLE	3,205,300	2/6/2007	35, 40	Registered
INK CARTRIDGE PICTURE PERFECT PRINTING	2,686,541	2/11/2003	2	Registered