

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cadmus Communications Corporation		09/14/2000	CORPORATION: VIRGINIA

**RECEIVING PARTY DATA**

Name:	CDMS Management Corporation
Street Address:	1105 N. Market Street
Internal Address:	Suite 1018
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19899
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	1367115	BYRD
Registration Number:	2283918	CADMUSCOM
Registration Number:	1805591	DIMED
Registration Number:	2068366	E-DOC
Registration Number:	1258877	G
Registration Number:	1258878	GRAFTECH
Registration Number:	1484559	MARKETLINK
Registration Number:	2115617	O'KEEFE MARKETING
Registration Number:	2121138	O'KEEFE MARKETING
Registration Number:	2055574	PUBLICITY HOUNDS
Registration Number:	1854984	
Registration Number:	1158336	THE COMMITMENT COMPANY
Registration Number:	1894440	W
Registration Number:	0988594	WASHBURN PRESS

OP \$415.00 1367115

Registration Number:	1286384	WDM
Registration Number:	1919341	WORDKEEPER

**CORRESPONDENCE DATA**

Fax Number: (804)698-5142  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (804) 697-1278  
Email: trademarks@troutmansanders.com  
Correspondent Name: Robert L. Brooke  
Address Line 1: 600 Peachtree Street, N.E., Suite 5200  
Address Line 2: Bank of America Plaza  
Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	019589.1
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NAME OF SUBMITTER:	Robert L. Brooke
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**Total Attachments: 6**  
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**CONTRIBUTION AND ASSIGNMENT AGREEMENT**

**NUNC PRO TUNC**

**BY AND BETWEEN**

**CADMUS COMMUNICATIONS CORPORATION**

**AND**

**CDMS MANAGEMENT CORPORATION**

This CONTRIBUTION AND ASSIGNMENT AGREEMENT NUNC PRO TUNC (the "Agreement"), is made and entered into to be effective as of September 14, 2009, by and between Cadmus Communications Corporation, a Virginia corporation located in Richmond, Virginia ("Assignor"), and CDMS Management Corporation, a Delaware corporation located in Wilmington, Delaware ("Assignee").

**BACKGROUND**

Assignor owns 100% of the issued and outstanding shares of the capital stock of Assignee. Assignor previously from time to time contributed and assigned to Assignee, in accordance with Section 351 of the Internal Revenue Code of 1986, as amended, all of Assignor's ownership right, title and interest in and to certain trademarks and trade names, patents, technical information, know-how and trade secrets (the "Intellectual Property"), together with all registrations and pending registrations associated therewith. The Intellectual Property is more particularly identified on Exhibit A hereto. Assignor and Assignee recognize that certain of the Intellectual Property was contributed and assigned to Assignee without written documentation. The purpose of this Agreement is to ratify and confirm Assignor's contribution and assignment of the Intellectual Property to the Assignee, and to ratify and

confirm Assignee's acceptance of such contribution and assignment, thereby confirming and documenting the course of conduct of the parties hereto.

### AGREEMENT

In consideration of the mutual promises and covenants made herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee agree as follows:

1. Confirmation and Ratification of Contribution and Assignment of the Intellectual Property. Assignor hereby confirms and ratifies the contributions, assignment, transfer and conveyance to Assignee, effective as of September 14, 2000 (the "Effective Date"), of all of Assignor's ownership, right, title and interest in and to the Intellectual Property, as more specifically described on Exhibit A attached hereto. Assignee hereby confirms and ratifies its acceptance of the contribution and assignment, effective as of the Effective Date, and confirms and ratifies its assumption all liabilities and obligations in connection with such assignment.

2. Additional Documents. Assignor hereby ratifies and confirms its agreement to take whatever further action is deemed necessary or appropriate by Assignee to properly and completely effectuate the transfer to Assignee of the Intellectual Property and to establish full custody of such Intellectual Property by Assignee. The parties acknowledge the possible need or appropriateness in certain registration offices for separate assignments relating solely to the specific Intellectual Property on record in such registration offices. Accordingly, without limitation, Assignor agrees to execute assignments in a form approved

by Assignor's counsel, upon request of the Assignee, in connection with separate assignments of individual Intellectual Property.

3. Governing Law - Assignment - Amendment. This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to conflict of laws principles. This Agreement shall not be assigned by either party without the written consent of the other party and may be amended only by a written amendment signed by both parties hereto.

4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument, notwithstanding that all the parties are not signatories to the original or the same counterpart.

\* \* \*

IN WITNESS WHEREOF, Assignor, intending to be legally bound hereby, has executed this Agreement to be effective as of the Effective Date.

CADMUS COMMUNICATIONS CORPORATION

By: Bruce G Willis  
Name: Bruce G. Willis  
Title: Vice President

**ACCEPTANCE OF CONTRIBUTION AND  
ASSIGNMENT AGREEMENT NUNC PRO TUNC**

The undersigned, being Assignee as set forth above, does hereby acknowledge and accept the foregoing Contribution and Assignment Agreement Nunc Pro Tunc effective as of the Effective Date.

CDMS MANAGEMENT CORPORATION

By: Gordon W. Stewart  
Gordon W. Stewart  
Secretary

**EXHIBIT A  
TO  
CONTRIBUTION AND ASSIGNMENT AGREEMENT  
NUNC PRO TUNC  
BY AND BETWEEN  
CADMUS COMMUNICATIONS CORPORATION  
AND  
CDMS MANAGEMENT CORPORATION**

**Trademarks**

[See Attached]

**Registered Federal Trademarks Assigned from Cadmus Communications Corporation  
To CDMS Management Corporation on September 14, 2000**

<u>Mark</u>	<u>Registration Number</u>
BYRD stylized	1,367,115
CADMUSCOM	2,283,918
DIMED	1,805,591
E- DOC	2,068,366
G stylized	1,258,877
GRAFTECH	1,258,878
MARKETLINK	1,484,559
O'KEEFE MARKETING	2,115,617
O'KEEFE MARKETING and design	2,121,138
PUBLICITY HOUNDS	2,055,574
"Shooting Line" design	1,854,984
THE COMMITMENT COMPANY	1,158,336
W stylized	1,894,440
WASHBURN PRESS	988,594
WDM	1,286,384
WORDKEEPER	1,919,341