

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	02/01/2008

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Merrill Fine Arts Engraving, Inc.		01/31/2008	CORPORATION: MINNESOTA

**RECEIVING PARTY DATA**

Name:	Merrill Communications LLC
Street Address:	One Merrill Circle
City:	Saint Paul
State/Country:	MINNESOTA
Postal Code:	55108
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	1425739	SHORE BOND
Registration Number:	1608232	SHORE BOND LP
Registration Number:	1608235	SHORE BOND CFP
Registration Number:	1612925	FINE ARTS FEA
Registration Number:	1613811	FINE ARTS QUALITY FAE
Registration Number:	1618744	FINE ARTS ENGRAVING COMPANY
Registration Number:	1642798	SPARKLE WHITE
Registration Number:	1644386	COTTON FIBRE PLUS
Registration Number:	1675557	SHORE BOND GREEN LP
Registration Number:	1704938	FINE ARTS QUALITY
Registration Number:	2210946	STATIONEERS
Registration Number:	2275772	FRAGOS
Registration Number:	2518610	FINE ARTS

OP \$465.00 1425739

Registration Number:	2583215	BRANDSTORE
Registration Number:	2621057	WEB TO PLATE
Registration Number:	2637179	BRAND ON DEMAND
Registration Number:	2643165	FINE ARTS ENGRAVING
Registration Number:	2656292	FINE ARTS

**CORRESPONDENCE DATA**

Fax Number: (612)766-1600

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 6127668892

Email: trademarkmpls@faegre.com

Correspondent Name: John Beard / Sarah House

Address Line 1: 90 South Seventh Street

Address Line 2: 2200 Wells Fargo Center

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	23392-320778
NAME OF SUBMITTER:	Sarah M. House
Signature:	/Sarah M. House/
Date:	02/12/2008

**Total Attachments: 5**

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CERTIFICATE OF MERGER  
OF  
MERRILL FINE ARTS ENGRAVING, INC.,  
a Minnesota Corporation

WITH AND INTO  
MERRILL COMMUNICATIONS LLC,  
a Delaware Limited Liability Company

Pursuant to Section 302A.615 of the Minnesota Business Corporation Act, as amended, and Section 18-209 of the Delaware Limited Liability Company Act, Merrill Fine Arts Engraving, Inc., a Minnesota corporation, and Merrill Communications LLC, a Delaware limited liability company, hereby adopt the following Certificate of Merger.

ARTICLE ONE

Merrill Fine Arts Engraving, Inc., a Minnesota corporation is the merging company (the "Merging Company"). Merrill Communications LLC, a Delaware limited liability company is the surviving company (the "Surviving Company"). The Merging Company and the Surviving Company hereby adopt this Certificate of Merger for the purpose of merging the Merging Company into the Surviving Company (the "Merger"). The laws of the State of Delaware and Minnesota permit this Merger.

ARTICLE TWO

Section 1. The Agreement and Plan of Merger, dated January 31, 2008, by and between the Surviving Company and the Merging Company, attached hereto as Exhibit A and incorporated herein by reference (the "Agreement and Plan of Merger"), sets forth the terms and conditions of the merger.

Section 2. The Agreement of Merger was approved and duly authorized by the shareholders and board of directors of the Merging Company pursuant to Minnesota Statutes Section 302A.613 and by the requisite number of the owners, members and governing board of the Surviving Company pursuant to Section 18-209 of the Delaware Limited Liability Act. The Agreement of Merger has been executed by each of the Merging Company and the Surviving Company.

ARTICLE THREE

The name of the surviving company is "Merrill Communications LLC."

ARTICLE FOUR

The merger shall be effective on February 1, 2008.

**ARTICLE FIVE**

The Agreement and Plan of Merger is on file at the place of business of Merrill Communications LLC, at One Merrill Circle, Energy Park, St. Paul, Minnesota 55108. A copy of the Agreement and Plan of Merger will be furnished by the Surviving Company on request and without cost, to any member of any constituent or domestic limited liability company, any stockholder of any constituent corporation, or any person holding an interest in any other business entity which is to merge or consolidate.

**ARTICLE SIX**

The Merging Company agrees that it may be served with process in the State of Minnesota in a proceeding for the enforcement of an obligation of the Merging Company and the Merging Company hereby irrevocably appoints the Secretary of State of the State of Minnesota as its agent to accept service of process in any proceeding filed in the State of Minnesota. Such process may be forwarded to Merrill Communications LLC, One Merrill Circle, St. Paul, MN 55108, Attn.: General Counsel.

**ARTICLE SEVEN**

The Surviving Company agrees that it will promptly pay to the dissenting shareholders of each domestic constituent corporation the amount, if any, to which they are entitled under Section 302A.473 of the Minnesota Business Corporation Act, as amended.

IN WITNESS WHEREOF each of the undersigned parties has caused this Certificate of Merger to have been duly executed in its name by its duly authorized manager or officer, as of the 21<sup>st</sup> day of January, 2008.

Merrill Fine Arts Engraving, Inc.  
a Minnesota corporation

By: Steven J. Machov  
Name: Steven J. Machov  
Its: Secretary

Merrill Communications LLC  
a Delaware limited liability company

By: Steven J. Machov  
Name: Steven J. Machov  
Its: Executive Vice President--General Counsel and  
Secretary

**AGREEMENT AND PLAN OF MERGER  
BY AND BETWEEN  
MERRILL FINE ARTS ENGRAVING, INC.  
AND  
MERRILL COMMUNICATIONS LLC**

This Agreement and Plan of Merger, made as of January 31, 2008, by and between Merrill Fine Arts Engraving, Inc., a corporation organized and existing under the laws of the State of Minnesota (hereinafter referred to as "Fine Arts Engraving"), and Merrill Communications LLC, a limited liability company organized and existing under the laws of the State of Delaware (hereinafter referred to as "Merrill Communications"). Fine Arts Engraving and Merrill Communications are sometimes referred to hereinafter as the "Constituent Corporations."

**ARTICLE I.  
Terms of the Merger**

1.1 **Capital Stock.** Fine Arts Engraving has authorized capital stock consisting of 10,000 shares of common stock, of which as of the date hereof, 10,000 shares are duly issued and outstanding.

1.2 **Merger.** As soon as practicable following the fulfillment (or waiver, to the extent permitted herein) of the conditions specified herein, Fine Arts Engraving shall be merged with and into Merrill Communications (the "Merger"), and Merrill Communications shall survive the Merger.

1.3 **Certificate of Merger.** As soon as practicable following the Merger, and provided that this Plan of Merger has not been terminated and abandoned pursuant to Section 3.2 hereof, Fine Arts Engraving and Merrill Communications will cause an appropriate Certificate of Merger to be executed and filed with the Secretary of State of the State of Delaware, as and in the manner provided in the Delaware General Corporation Law (the "DGCL"). The purpose of Merrill Communications shall be to engage in any and all business activities in which a corporation is permitted to engage in accordance with the DGCL.

1.4 **Effective Date.** The Merger shall be effective on February 1, 2008 (the "Effective Date"). Merrill Communications, as the surviving corporation (the "Surviving Corporation"), shall continue its corporate existence under the laws of the State of Delaware and shall succeed to all of the rights, privileges, powers and property of Fine Arts Engraving in the manner of and as more fully set forth in the DGCL, and the separate corporation existence of Fine Arts Engraving, except insofar as it may be continued to operation of law, shall cease and be terminated.

1.5 **Certificate of Incorporation.** On the Effective Date, the Certificate of Incorporation of Merrill Communications in effect immediately prior thereto shall be the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

1.6 **Bylaws.** The Bylaws of Merrill Communications in effect on the Effective Date shall continue to be the Bylaws of the Surviving Corporation without change or amendment until further amended in accordance with the provisions thereof and applicable law.

1.7 **Officers of Merrill Communications.** The officers of Merrill Communications immediately prior to the Effective Date shall be the officers of the Surviving Corporation from and after the Effective Date, and they shall hold office from and after the Effective Date until the earlier of the election or appointment and qualification of their respective successors, their respective resignations or their respective removal in the manner provided in the Bylaws of the Surviving Corporation or as otherwise provided by law.

## ARTICLE II.

### Manner and Basis of Converting Shares

2.1 **Basis for Conversion of Shares.** Upon the Effective Date each share of the authorized capital stock of Fine Arts Engraving issued and outstanding shall be cancelled. All authorized capital stock of Merrill Communications issued and outstanding immediately prior to the Merger shall remain duly issued upon the Effective Date.

2.2 **Stock Certificates.** On and after the Effective Date, all of the outstanding certificates that, prior to that time, represented shares of Fine Arts Engraving common stock shall be deemed to be cancelled.

## ARTICLE III.

### Miscellaneous

3.1 **Further Assurances.** From time to time and when required by the Surviving Corporation or by its successors and assigns there shall be executed and delivered on behalf of Fine Arts Engraving such deeds and other instruments and there shall be taken or caused to be taken by it such further and other action as shall be appropriate or necessary in order to vest or perfect in or to confirm of record or otherwise, in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Fine Arts Engraving and otherwise to carry out the purposes of this Agreement and Plan of Merger and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Fine Arts Engraving or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3.2 **Abandonment or Deferral.** At any time before the date of filing, this Agreement and Plan of Merger may be terminated and the Merger may be abandoned by the sole stockholder or the Board of Directors of either or both of the Constituent Corporations notwithstanding the approval of this Agreement and Plan of Merger by the sole stockholder of the Constituent Corporations, or the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the sole stockholder or the Board of Directors of the Constituent Corporations, such action would be in the best interest of such Corporations. In the event of termination of this Agreement and Plan of Merger, this Agreement and Plan of Merger shall

become void and of no effect and there shall be no liability on the part of either Constituent Corporation or its sole stockholder or Board of Directors with respect thereto.

3.3 **Counterparts.** In order to facilitate the filing and recording of this Agreement and Plan of Merger, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the Agreement and Plan of Merger, having first been duly approved by the Board of Directors and sole stockholder of each of Fine Arts Engraving and Merrill Communications, is hereby executed on behalf of each of such corporations and by their respective officers thereunto duly authorized.

MERRILL COMMUNICATIONS LLC

MERRILL FINE ARTS ENGRAVING, INC.

By: Steven J. Machov  
Name: Steven J. Machov  
Its: Executive Vice President, General  
Counsel and Secretary

By: Steven J. Machov  
Name: Steven J. Machov  
Secretary

STATE OF MINNESOTA  
DEPARTMENT OF STATE  
FILED

JAN 31 2008

Mark H. Hildebrand  
Secretary of State