

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
QH Holdings Corporation		12/27/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Q Liquidating Trust
Street Address:	101 HUNTINGTON STREET, 25TH FLOOR
Internal Address:	C/O ROSTAM CAPITAL
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02199
Entity Type:	TRUST: MASSACHUSETTS
Composed Of:	<ul style="list-style-type: none"> <li>• Gregory A. Jones, UNITED STATES, INDIVIDUAL</li> <li>• Nina L. Ross, UNITED STATES, INDIVIDUAL</li> </ul>

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2168109	QUARK
Registration Number:	1532755	QUARK
Registration Number:	1532754	QUARK XPRESS
Registration Number:	1856132	QUARK PUBLISHING SYSTEM
Registration Number:	3413116	Q
Registration Number:	3420294	Q QUARK
Registration Number:	2687010	THE ART OF COMMUNICATION
Registration Number:	3314251	COMPOSITION ZONES
Registration Number:	3263538	JOB JACKETS
Registration Number:	1858083	QPS
Registration Number:	1779548	QUARKCOPYDESK
Registration Number:	2957886	QUARKDDS

OP \$415.00 2168109

Registration Number:	2489150	QUARKDMS
Registration Number:	1655305	QUARKXTENSIONS
Registration Number:	1939855	XTENSIONS
Registration Number:	2705432	QUARK

**CORRESPONDENCE DATA**

Fax Number: 6175231231  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 6175701000  
Email: rthomas@goodwinprocter.com  
Correspondent Name: Ryan E. Thomas  
Address Line 1: Goodwin Procter LLP  
Address Line 2: Exchange Place, 53 State Street  
Address Line 4: Boston, MASSACHUSETTS 02109-2881

ATTORNEY DOCKET NUMBER:	120348-204164
NAME OF SUBMITTER:	Ryan E. Thomas
Signature:	/Ryan E. Thomas/
Date:	01/15/2014

Total Attachments: 3  
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## ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (the “**Agreement**”) is entered into and effective as of this 27th day of December, 2011, by and between QH Holdings Corporation, a Delaware corporation (“**Assignor**”), and Q Liquidating Trust, a trust (“**Assignee**”), collectively referred to herein as “**Parties**” or singularly as a “**Party**,” and is made with reference to the following:

### RECITALS

**WHEREAS**, Assignor and Quark Acquisition Corporation, a Delaware corporation (“**Buyer**”), have entered into an Asset Purchase Agreement (the “**Purchase Agreement**”), dated as of June 22, 2011, as amended from time to time, pursuant to which Assignor sold substantially all of its assets to Buyer for the consideration and on the terms set forth therein;

**WHEREAS**, Assignor intends to liquidate and dissolve, and in connection with such liquidation and dissolution, Assignor desires convey, assign, transfer and deliver to Assignee (i) the Purchaser Note (as defined in the Purchase Agreement), including all rights arising thereunder, (ii) the Transition Services Agreement by and between the Assignor and Buyer dated as of August 1, 2011, including all rights arising thereunder, (iii) the Trademark Security Agreement, the Copyright Security Agreement, and the Patent Security Agreement, each by and between the Assignor and Buyer dated as of August 1, 2011, including all rights arising under each of the foregoing, and (iv) the rights of Assignor to any additional consideration under Section 2.6 of the Purchase Agreement (the “**Earn-Out Consideration**”), including any enforcement rights, information rights or other rights incidental to the right to receive the Earn-Out Consideration ((i), (ii), (iii) and (iv), collectively, the “**Assigned Assets**”), upon the terms and subject to the conditions set forth herein.

**NOW, THEREFORE**, in consideration of the representations, warranties, covenants and agreements contained in this Agreement and the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Transfer of Assigned Assets. Assignor hereby conveys, assigns, transfers and delivers to Assignee the Assigned Assets and Assignee hereby accepts the conveyance, assignment, transfer and delivery of the Assigned Assets.
2. Designation of Agent. For purposes of Section 12.3 of the Purchase Agreement, Assignor hereby designates Assignee as its agent and representative with respect to the subject matter of the Purchase Agreement and/or the Purchaser Note. Each of Assignor and Assignee acknowledge that Purchaser shall only be obligated to deal with Assignee as such agent and representative (or any successor agent or representative) with respect to the subject matter of the Purchase Agreement and/or the Purchaser Note.
3. Further Assurances. From time to time after the date hereof, Assignor shall, at the request of Assignee, execute and deliver such additional conveyances, transfers, documents, instruments, assignments, applications, certifications, papers, and other assurances that Assignee reasonably requests as necessary, appropriate, convenient, useful or desirable to effectively carry

out the intent of this Agreement and to transfer good and valid title in the Assigned Assets to Assignor.

4. Governing Law. This Agreement is entered into in Boston, Massachusetts and shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts without regard to its laws or rules relating to conflicts of laws.

5. Entire Agreement. This Agreement, including the other documents and instruments referred to herein, embodies the entire agreement and understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the Parties with respect to such subject matter. If any one or more provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6. Amendment. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by all Parties hereto.

7. Counterparts. This Agreement may be executed in any number of counterparts, which may be by facsimile or email delivery, all of which counterparts taken together shall constitute one and the same instrument.

8. Capitalized Terms. Capitalized terms used herein and not defined shall have the meanings ascribed thereto in the Purchase Agreement.


[Signature Page Follows]

IN WITNESS WHEREOF, each Party has executed or has caused this Agreement to be executed by its duly authorized officer as of the date first written above.

**QH HOLDINGS CORPORATION**  
a Delaware corporation

By:   
\_\_\_\_\_  
Noeleen C. Little  
Chief Financial Officer

**Q LIQUIDATING TRUST**  
a Massachusetts trust

By:   
\_\_\_\_\_  
Gregory A. Jones  
Trustee