

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM453471

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cenveo Corporation		11/08/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	QP Holdings, LLC		
<b>Street Address:</b>	191 North Wacker Drive, Suite 1400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1959813	RELEASESTRIP	
<b>Registration Number:</b>	4025050	CLEARCLASP	
<b>Registration Number:</b>	4338408	QUALITY PARK	
<b>Registration Number:</b>	3485847	REVEAL-N-SEAL	
<b>Registration Number:</b>	4709286	ONEVELOPE	
<b>Serial Number:</b>	86856839	QP	
<b>Registration Number:</b>	4823752	REDI	
<b>Registration Number:</b>	5026997	REDI-SEAL	
<b>Registration Number:</b>	5027000	REDI-STRIP	
<b>Registration Number:</b>	5233384		
<b>Registration Number:</b>	5261879	SUSTAINABLE.RESPONSIBLE.EXCEPTIONAL	
<b>Registration Number:</b>	1201056	SURVIVOR	
<b>Registration Number:</b>	1825107	FLAP-STIK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		

CH \$340.00 1959813

**Correspondent Name:** DUSAN CLARK, ESQ.  
**Address Line 1:** SIDLEY AUSTIN LLP  
**Address Line 2:** 2021 MCKINNEY AVE., SUITE 2000  
**Address Line 4:** DALLAS, TEXAS 75201

**ATTORNEY DOCKET NUMBER:** 67953-10340

**NAME OF SUBMITTER:** Dusan Clark

**SIGNATURE:** /Dusan Clark/

**DATE SIGNED:** 12/06/2017

**Total Attachments: 9**

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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Trademark Assignment**”), dated as of November 8, 2017, is made by Cenveo Corporation, a Delaware corporation (“**Seller**”), and QP Holdings, LLC, a Delaware limited liability company (“**Buyer**”). Unless the context requires otherwise, capitalized terms used but not otherwise defined in this Trademark Assignment shall have their respective meanings set forth in the Asset Purchase Agreement, dated as of November 8, 2017 (the “**Asset Purchase Agreement**”), by and between Buyer and Seller.

WHEREAS, Seller and Buyer are parties to the Asset Purchase Agreement, pursuant to which, among other things, Buyer has purchased, and Seller has caused the sale of, the Purchased Assets; and

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has transferred, assigned, conveyed and delivered to Buyer, among other things, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably transfers, assigns, conveys and delivers to Buyer, and Buyer hereby accepts the following (collectively, the “**Assigned IP**”):

(a) the trademarks, service marks, trade dress, rights of publicity, rights in trade names, corporate names, and similar rights set forth on **Schedule 1** hereto (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights, privileges, and protections of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for

Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment (at Buyer's sole cost and expense) upon request by Buyer and under Buyer's direction. Following the date hereof, Seller shall take or cause to be taken all action, do or cause to be done and assist and cooperate in good faith with Buyer (at Buyer's sole cost and expense) in doing all things as Buyer may reasonably request or as may be necessary, proper or advisable to more effectively transfer, assign, convey and deliver to, and vest in, Buyer and put Buyer in possession and control of, the Assigned IP and otherwise carry out the intent of this Trademark Assignment, including executing and delivering, or causing to be executed and delivered, any instruments of transfer, assignment, conveyance and delivery, in the most expeditious manner practicable..

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of each Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to each of the parties hereto. A signed copy of this Trademark Assignment delivered by facsimile, .pdf or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the internal Requirements of Law (as defined in the Asset Purchase Agreement) (without regard to principles of conflicts of law) of the State of Delaware..

[SIGNATURE PAGE  
FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Trademark Assignment as of the date and year first above written.

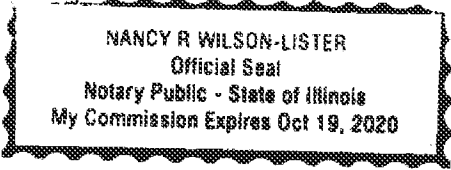
**QP HOLDINGS, LLC**

By: Michael P. King  
Name: Michael P. King  
Title: SVP, Finance

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK**  
**REEL: 006222 FRAME: 0248**

State of: Illinois )  
County of: Cook )



On this 8<sup>th</sup> day of November 2017, before me appeared Michael P. King, the person who signed this instrument on behalf of QP Holdings, LLC, who acknowledged that he/she signed it on behalf of the identified QP Holdings LLC as SVP, Finance of the identified QP Holdings LLC and pursuant to authority duly received.

Nancy Wilson-Lister  
Notary Public

CENVEO CORPORATION

By: Scott J. Goodwin  
Name: Scott J. Goodwin  
Title: Chief Financial Officer

{Trademark Assignment Agreement}

State of: Connecticut

County of: Fairfield



On this 7<sup>th</sup> day of November \_\_\_\_\_, 2017, before me appeared John Gaudin the person who signed this instrument on behalf of Leaves Corporation who acknowledged that he/she signed it on behalf of the identified Company as CFO of the identified Company and pursuant to authority duly received.

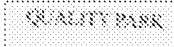
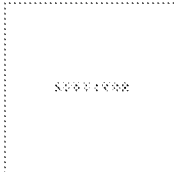
[Signature]  
Notary Public  
My Commission Expires  
10/31/2019



Exhibit for Cenveo Trademark Assignment

Country	Trademark/ Registration #	Owner
US Federal	<u>RELEASESTRIP</u> RN: 1959813	Cenveo Corporation (DELAWARE CORP.)
US Federal	<u>QP</u> SN: 86856839	Cenveo Corporation (DELAWARE CORP.)
US Federal	<u>CLEARCLASP</u> RN: 4025050 SN: 85113719	Cenveo Corporation (DELAWARE CORP.)
US Federal	<u>QUALITY PARK</u> RN: 4338408 SN: 85736246	Cenveo Corporation (DELAWARE CORP.)
US Federal	<u>REVEAL-N-SEAL</u> RN: 3485847 SN: 77163936	Cenveo Corporation (DELAWARE CORP.)
US Federal	<u>ONEVELOPE</u> RN: 4709286 SN: 86149624	Cenveo Corporation (DELAWARE CORP.)
US Federal	<u>REDI</u> RN: 4823752 SN: 86412797	Cenveo Corporation (DELAWARE CORP.)
US Federal	<u>REDI-SEAL</u> RN: 5026997 SN: 86876536	Cenveo Corporation (DELAWARE CORP.)
US Federal	<u>REDI-STRIP</u> RN: 5027000 SN: 86876573	Cenveo Corporation (DELAWARE CORP.)
US Federal	<u>Design Only</u>	Cenveo Corporation (DELAWARE CORP.)

Country	Trademark/ Registration #	Owner
	 RN: 5233384 SN: 86856826	
US Federal	<u>SUSTAINABLE.RESPONSI</u> <u>BLE.EXCEPTIONAL</u> RN: 5261879 SN: 86856848	Genveo Corporation (DELAWARE CORP.)
US Federal	<u>SURVIVOR</u> RN: 1201056 SN: 73295412	Genveo Corporation (DELAWARE CORP.)
US Federal	<u>FLAP-STIK</u> RN: 1825107 SN: 74366515	Genveo Corporation (DELAWARE CORP.)
Canada	<u>QP</u> AN: 1779168	Genveo Corporation (DELAWARE CORP.)
Canada	<u>SUSTAINABLE.RESPONSI</u> <u>BLE.EXCEPTIONAL</u> AN: 1779169	Genveo Corporation (DELAWARE CORP.)
Canada	<u>Design Only</u>  AN: 1779279	Genveo Corporation (DELAWARE CORP.)
Canada	<u>QUALITY PARK</u> RN: TMA912654 AN: 1645076	Genveo Corporation (DELAWARE CORP.)

Country	Trademark/ Registration #	Owner
Canada	<u>SURVIVOR</u> RN: TMA269139 AN: 0470729	Genveo Corporation (DELAWARE CORP.)
Mexico	<u>ONEVELOPE</u> RN: 1441690 AN: M1444523	Genveo Corporation (DELAWARE CORP.)
Mexico	<u>QUALITY PARK</u> RN: 1452953 AN: M1438677	Genveo Corporation (DELAWARE CORP.)
Mexico	<u>QUALITY PARK</u> RN: 1452954 AN: M1438678	Genveo Corporation (DELAWARE CORP.)
European Union (EUTM)	<u>SURVIVOR</u> RN: 011153871 AN: 011153871	Genveo Corporation (DELAWARE CORP.)
China	<u>QUALITY PARK</u>  RN: 11645815	Genveo Corporation (DELAWARE CORP.)
China	<u>QUALITY PARK</u> RN: 11645814	Genveo Corporation (DELAWARE CORP.)
Japan	<u>SURVIVOR</u>  RN: 5567722 AN: 2012-071569	Genveo Corporation (DELAWARE CORP.)