

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453466

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Envelope Product Group, LLC		11/08/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	QP Holdings, LLC		
Street Address:	191 North Wacker Drive, Suite 1400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2950318	ENVELOPES WORTH LOOKING INTO	
Registration Number:	0436748	COLUMBIAN	
Registration Number:	0442636	COLUMBIAN	
Registration Number:	1174173	GRIP-SEAL	
Registration Number:	2688506	TAKING BUSINESS IN THE RIGHT DIRECTION	
Registration Number:	2688510	TAKING BUSINESS IN THE RIGHT DIRECTION	
Registration Number:	2798819		
Registration Number:	2824877	COLUMBIAN	
Registration Number:	2886745	REDI-STIK	
Registration Number:	2965280	COLUMBIAN CATALOG	
Registration Number:	2983320	RE-USE-A-SEAL	
Registration Number:	2985342	GRIP-SEAL SECURITY	
Registration Number:	2992147	COLUMBIAN CLASP	
Registration Number:	3088565	WINDOW GRIP-SEAL	
Registration Number:	3099105	GRIP-SEAL GREETING CARD	
Registration Number:	3099104	INVITATION GRIP-SEAL	
Registration Number:	2964275	CATALOG GRIP-SEAL	
Registration Number:	2965348	COLUMBIAN	
Registration Number:	3044902	CATALOG SELF-SEAL	
TRADEMARK			

CH \$490.00 2950318

CORRESPONDENCE DATA**Fax Number:** 2149813400*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.***Phone:** 214-981-3483**Email:** dclark@sidley.com**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: 11**

source=Trademark Assignment Agreement - Envelope Product Group (4)#page1.tif
source=Trademark Assignment Agreement - Envelope Product Group (4)#page2.tif
source=Trademark Assignment Agreement - Envelope Product Group (4)#page3.tif
source=Trademark Assignment Agreement - Envelope Product Group (4)#page4.tif
source=Trademark Assignment Agreement - Envelope Product Group (4)#page5.tif
source=Trademark Assignment Agreement - Envelope Product Group (4)#page6.tif
source=Trademark Assignment Agreement - Envelope Product Group (4)#page7.tif
source=Trademark Assignment Agreement - Envelope Product Group (4)#page8.tif
source=Trademark Assignment Agreement - Envelope Product Group (4)#page9.tif
source=Trademark Assignment Agreement - Envelope Product Group (4)#page10.tif
source=Trademark Assignment Agreement - Envelope Product Group (4)#page11.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Trademark Assignment**”), dated as of November 8, 2017, is made by Envelope Product Group, LLC, a Delaware limited liability company (“**EPG**”), 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 Cenveo Corporation, a Delaware corporation (“**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, EPG has transferred, assigned, conveyed and delivered to Buyer, among other things, certain intellectual property of EPG, 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, EPG 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. EPG 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, EPG 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.

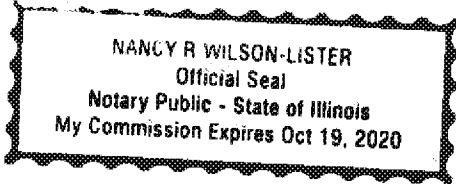
QP HOLDINGS, LLC

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

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK
REEL: 006234 FRAME: 0185**

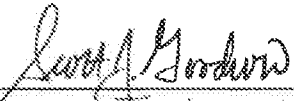
State of: ILLINOIS)
County of: COOK)



On this 9th day of November 2017, before me appeared Michael P. King, the person who signed this instrument on behalf of Al Holdings, LLC, who acknowledged that he/she signed it on behalf of the identified Al Holdings as SVP, Finance of the identified Al Holdings and pursuant to authority duly received.

Nancy R. Wilson-Lister
Notary Public

ENVELOPE PRODUCT GROUP, LLC

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

[Trademark Assignment Agreement]

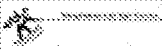
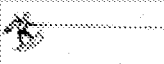
State of: Connecticut)

County of: Fairfield)

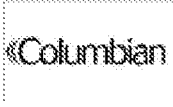
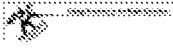
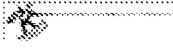
On this 8th day of November 2017, before me appeared Scott J. Leonard, the person who signed this instrument on behalf of Envelope Product Corp. who acknowledged that he/she signed it on behalf of the identified entity as Chief Financial Officer of the identified entity and pursuant to authority duly received.

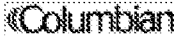
Gina J. Zamboni
Notary Public
My Commission Expires
10/31/2019

Exhibit for Envelope Product Group Trademark Assignment

Country	Trademark/ Registration #	Owner
US Federal	<u>ENVELOPES WORTH LOOKING INTO</u> RN: 2950318 SN: 78325664	Envelope Product Group, LLC (CONNECTICUT LIMITED LIABILITY COMPANY)
US Federal	<u>COLUMBIAN</u> RN: 436748 SN: 71522974	Envelope Product Group, LLC (CONNECTICUT LIMITED LIABILITY COMPANY)
US Federal	<u>COLUMBIAN</u> RN: 442636 SN: 71524638	Envelope Product Group, LLC (CONNECTICUT LIMITED LIABILITY COMPANY)
US Federal	<u>GRIP-SEAL</u> RN: 1174173 SN: 73259842	Envelope Product Group, LLC (CONNECTICUT LIMITED LIABILITY COMPANY)
US Federal	<u>TAKING BUSINESS IN THE RIGHT DIRECTION</u> RN: 2688506 SN: 76401210	Envelope Product Group, LLC (CONNECTICUT LIMITED LIABILITY COMPANY)
US Federal	<u>TAKING BUSINESS IN THE RIGHT DIRECTION and Design</u>  RN: 2688510 SN: 76401397	Envelope Product Group, LLC (CONNECTICUT LIMITED LIABILITY COMPANY)
US Federal	<u>Design Only</u>  RN: 2798819 SN: 76403678	Envelope Product Group, LLC (CONNECTICUT LIMITED LIABILITY COMPANY)
US Federal	<u>COLUMBIAN</u> RN: 2824877 SN: 76522340	Envelope Product Group, LLC (CONNECTICUT LIMITED LIABILITY COMPANY)

Country	Trademark/ Registration #	Owner
US Federal	<u>REDLSTIK</u> RN: 2886745 SN: 78327372	Envelope Product Group, LLC (CONNECTICUT LIMITED LIABILITY COMPANY)
US Federal	<u>COLUMBIAN CATALOG</u> RN: 2965280 SN: 78425485 Disclaimer: "CATALOG"	Envelope Product Group, LLC (CONNECTICUT LIMITED LIABILITY COMPANY)
US Federal	<u>RE-USE-A-SEAL</u> RN: 2983320 SN: 78432079	Envelope Product Group, LLC (CONNECTICUT LIMITED LIABILITY COMPANY)
US Federal	<u>GRIP-SEAL SECURITY</u> RN: 2985342 SN: 78425497 Disclaimer: "SECURITY"	Envelope Product Group, LLC (CONNECTICUT LIMITED LIABILITY COMPANY)
US Federal	<u>COLUMBIAN CLASP</u> RN: 2992147 SN: 78425476 Disclaimer: "CLASP"	Envelope Product Group, LLC (CONNECTICUT LIMITED LIABILITY COMPANY)
US Federal	<u>WINDOW GRIP-SEAL</u> RN: 3088565 SN: 78428350 Disclaimer: "WINDOW"	Envelope Product Group, LLC (CONNECTICUT LIMITED LIABILITY COMPANY)
US Federal	<u>GRIP-SEAL GREETING CARD</u> RN: 3099105 SN: 78432075 Disclaimer: "GREETING CARD"	Envelope Product Group, LLC (CONNECTICUT LIMITED LIABILITY COMPANY)
US Federal	<u>INVITATION GRIP-SEAL</u> RN: 3099104 SN: 78432071 Disclaimer: "INVITATION"	Envelope Product Group, LLC (CONNECTICUT LIMITED LIABILITY COMPANY)

Country	Trademark/ Registration #	Owner
US Federal	<u>CATALOG GRIP-SEAL</u> RN: 2964275 SN: 78425519 Disclaimer: "CATALOG"	Envelope Product Group, LLC (CONNECTICUT LIMITED LIABILITY COMPANY)
US Federal	<u>COLUMBIAN and Design</u>  RN: 2965348 SN: 78435878	Envelope Product Group, LLC (CONNECTICUT LIMITED LIABILITY COMPANY)
US Federal	<u>CATALOG SELF-SEAL</u> RN: 3044902 SN: 78425505 Disclaimer: "CATALOG"	Envelope Product Group, LLC (CONNECTICUT LIMITED LIABILITY COMPANY)
Canada	<u>TAKING BUSINESS IN THE RIGHT DIRECTION and Design</u>  RN: TMA607392 AN: 1139325 Disclaimer: The right to the exclusive use of the word BUSINESS is disclaimed apart from the trade-mark.	Envelope Product Group, LLC (CONNECTICUT LIMITED LIABILITY COMPANY)
Canada	<u>TAKING BUSINESS IN THE RIGHT DIRECTION</u> RN: TMA607388 AN: 1139326 Disclaimer: The right to the exclusive use of the word BUSINESS is disclaimed apart from the trade-mark.	Envelope Product Group, LLC (CONNECTICUT LIMITED LIABILITY COMPANY)
Canada	<u>Design Only</u>  RN: TMA607381 AN: 1139324	Envelope Product Group, LLC (CONNECTICUT LIMITED LIABILITY COMPANY)

Country	Trademark/ Registration #	Owner
Canada	<u>REDLSTIK</u> RN: TMA625868 AN: 1202086	Envelope Product Group, LLC (CONNECTICUT LIMITED LIABILITY COMPANY)
Canada	<u>COLUMBIAN and Design</u>  RN: TMA633805 AN: 1220221	Envelope Product Group, LLC (CONNECTICUT LIMITED LIABILITY COMPANY)
Canada	<u>COLUMBIAN</u> RN: TMA634007 AN: 1217263	Envelope Product Group, LLC (CONNECTICUT LIMITED LIABILITY COMPANY)
Canada	<u>GRIP-SEAL</u> RN: TMA638358 AN: 1217097	Envelope Product Group, LLC (CONNECTICUT LIMITED LIABILITY COMPANY)
Canada	<u>GRIP-SEAL SECURITY</u> RN: TMA649704 AN: 1219337 Disclaimer: The right to the exclusive use of the word SECURITY is disclaimed apart from the trade-mark.	Envelope Product Group, LLC (CONNECTICUT LIMITED LIABILITY COMPANY)
Canada	<u>RE-USE-A-SEAL</u> RN: TMA691621 AN: 1219348	Envelope Product Group, LLC (CONNECTICUT LIMITED LIABILITY COMPANY)
Mexico	<u>COLUMBIAN</u> RN: 854275 AN: M546509	Envelope Product Group, LLC (CONNECTICUT LIMITED LIABILITY COMPANY)
Mexico	<u>GRIP-SEAL</u> RN: 809109 AN: M603312	Envelope Product Group, LLC (CONNECTICUT LIMITED LIABILITY COMPANY)
European Union (EUTM)	<u>COLUMBIAN</u> RN: 003227352 AN: 003227352	Envelope Product Group, LLC (CONNECTICUT LIMITED LIABILITY COMPANY)

Country	Trademark/ Registration #	Owner
China	<u>COLUMBIAN</u> RN: 3580711	Envelope Product Group, LLC (CONNECTICUT LIMITED LIABILITY COMPANY)