

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM311375

<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>
Jackson Holdings, LLC		07/03/2014	LIMITED LIABILITY COMPANY: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Duro Hilex Poly, LLC		
<b>Street Address:</b>	101 East Carolina Avenue		
<b>City:</b>	Hartsville		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29950		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3577532	CONDO AUTHORITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8032559831		
<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>	8037992000		
<b>Email:</b>	ip@nelsonmullins.com		
<b>Correspondent Name:</b>	Nelson Mullins Riley & Scarborough LLP		
<b>Address Line 1:</b>	100 North Tryon Street, 42nd Floor		
<b>Address Line 2:</b>	Attn: Ashley B. Summer		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	33896/00001		
<b>NAME OF SUBMITTER:</b>	Ashley B. Summer		
<b>SIGNATURE:</b>	/Ashley B. Summer/		
<b>DATE SIGNED:</b>	07/21/2014		
<b>Total Attachments: 5</b>			
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TRADEMARK



**INTELLECTUAL PROPERTY ASSIGNMENT AND  
DOMAIN NAME TRANSFER AGREEMENT**

This Intellectual Property Assignment and Domain Name Transfer Agreement (this “**Agreement**”), made and entered into as of July 3, 2014 (the “**Effective Date**”), by and between Duro Hilex Poly, LLC, a Delaware limited liability company (“**Assignee**”) and Jackson Holdings, LLC (“**Assignor**”). Each of Assignee and Assignor may be referred to herein as a “**Party**” and together as the “**Parties**.”

**WITNESSETH:**

**WHEREAS**, in connection with the consummation of the transactions contemplated by that certain Asset Purchase Agreement (the “**Purchase Agreement**”), dated as of June 11, 2014, by and among Duro Bag Manufacturing Company, a Kentucky corporation (“**Seller**”), Duro Realty Holdings, LLC, a Delaware limited liability company and Hilex Poly Co. LLC, a Delaware limited liability company (“**Purchaser**”), Seller has agreed to sell, assign, transfer, convey and deliver, and to cause each of its subsidiaries to sell, assign, transfer, convey and deliver, to Purchaser or its designee, and Purchaser or its designee shall purchase, acquire and accept from Seller and its subsidiaries, all of the right, title and interest of Seller and its subsidiaries in, to and under the Business Intellectual Property, including but not limited to the intellectual property listed on **Schedule A** attached hereto (collectively, the “**Intellectual Property Assets**”);

**WHEREAS**, Assignee is the designee of Purchaser to purchase, acquire and accept the Intellectual Property Assets from Seller and its subsidiaries;

**WHEREAS**, Assignor is the subsidiary of Seller that owns the Intellectual Property Assets listed on **Schedule A** hereto; and

**WHEREAS**, all capitalized terms used but not otherwise defined herein shall have the meanings set forth therefor in the Purchase Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Assignment.**

(a) Assignor does hereby sell, contribute, assign, and transfer to Assignee any and all of Assignor’s worldwide right, title and interest to, including all common law rights in, to and under, all of the Intellectual Property Assets, together with any and all (i) goodwill of the business symbolized by any marks or names thereof, and (ii) rights and privileges granted with respect to and/or secured by any of the foregoing, including but not limited to any and all rights and privileges to (A) maintain and pursue enforceable rights in the Intellectual Property Assets, (B) file related or subsequent applications based on or claiming priority to the Intellectual Property Assets and (C) sue and recover for any past violation, with said rights to be held and enjoyed by Assignee, for Assignee’s own use and benefit and for the use and benefit of its

successors, assigns or other legal representatives, as fully and entirely as the same would or could have been held and enjoyed by Assignor if this assignment had not been made.

(b) Assignor hereby authorizes and requests the officials at the Patent and Trademark Offices in the United States and its territorial possessions and in any and all foreign countries to issue any and all enforceable rights, including letters patent or registrations, when granted, to Assignee.

2. **Further Assurances.**

(a) Assignor shall, and shall cause its Affiliates and Persons under its control to, execute such other or additional instruments of transfer or conveyance and undertake such other or additional actions in respect of the Intellectual Property Assets as are reasonably requested by Assignee, including any (i) applicable forms of assignment necessary for filing before the U.S. Patent and Trademark Office and (ii) domain name registrars, or, in either case, equivalent filings in foreign jurisdictions, to effectuate the full and complete transfer of the Intellectual Property Assets to Assignee as contemplated hereby.

(b) To effectuate the assignment of the domain names included in the Intellectual Property Assets, Assignor agrees to, and shall cause its Affiliates and Persons under its control to, take any and all actions that are necessary to perfect the assignment of the domain names and/or to transfer control of the domain names to Assignee. These actions may include, but are not limited to, promptly (i) unlocking the domain names and providing the authorization code for the domain names to Assignee; (ii) executing and/or completing such other additional documents or forms as are delivered to Assignor by Assignee or the applicable registrar; and (iii) taking the necessary steps required by the applicable registrar to transfer the domain names to Assignee. Assignor agrees to, and shall cause its Affiliates and Persons under its control to, retain the registration for the domain names until they are effectively transferred to Assignee by the domain name registrar.

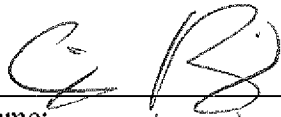
3. **Execution.** This Agreement may be executed in any number of counterparts (including those delivered by facsimile or other electronic means), each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

4. **Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any law, rule or regulation, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, unlawful or unenforceable provision had never comprised a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be otherwise affected by the severance of the illegal, unlawful or unenforceable provision.

*signature page follows*

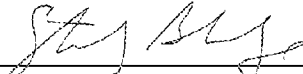
IN WITNESS WHEREOF, the undersigned has executed the above and foregoing Agreement as of the Effective Date.

**JACKSON HOLDINGS, LLC (ASSIGNOR)**

By:   
Name: Christopher Klein  
Title: General Counsel

**IN WITNESS WHEREOF**, the undersigned has executed the above and foregoing Agreement as of the Effective Date.

**DURO HILEX POLY, LLC,  
A DELAWARE LIMITED LIABILITY  
COMPANY (ASSIGEE)**

By:  \_\_\_\_\_

Name: Stanley B. Bikulege

Title: Chairman & Chief Executive Officer

**SCHEDULE A**

**Trademarks**

<b>Record Owner</b>	<b>Country</b>	<b>Mark</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date/ Grant Date</b>
Jackson Holdings, LLC	United States	CONDO AUTHORITY	77/330,700	11/15/2007	3,577,532	02/17/2009

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366927-000047

**RECORDED: 07/21/2014**

**TRADEMARK  
REEL: 005326 FRAME: 0844**