

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314739

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tech-Seal Products, Inc.		08/21/2014	COMPANY:
Beyba, Inc.		08/21/2014	COMPANY:
George Antar		08/21/2014	INDIVIDUAL:
Paul E. Yousif		08/21/2014	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Tekni-Plex, Inc.		
Street Address:	1150 First Avenue		
Internal Address:	Suite 500		
City:	King Of Prussia		
State/Country:	PENNSYLVANIA		
Postal Code:	19406		
Entity Type:	COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1819912	TECH-SEAL	
Registration Number:	2421624	PHARMSEAL	
CORRESPONDENCE DATA			
Fax Number:	4123947959		
<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>			
Email:	erosenfelder@JonesDay.com		
Correspondent Name:	Jones Day		
Address Line 1:	500 Grant Street		
Address Line 2:	Suite 4500		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	038314-600001		
NAME OF SUBMITTER:	Zachary Brecheisen		
SIGNATURE:	/Zachary Brecheisen/		
DATE SIGNED:	08/21/2014		
Total Attachments: 7			

CH \$65.00 1819912

TRADEMARK

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "**Agreement**") is made as of August 21, 2014 (the "**Effective Date**") by Tech-Seal Products, Inc., an Illinois corporation, Beyba, Inc., an Illinois corporation, and the Shareholders (as hereinafter defined) (collectively "**Assignors**") and Tekni-Plex, Inc., a Delaware corporation ("**Assignee**"). Assignors and Assignee also may be referred to herein individually as a "**party**" and collectively as the "**parties**."

WHEREAS, Assignors own and operate a business (the "**Business**");

WHEREAS, pursuant to the Asset Purchase Agreement between Assignors and Assignee, dated August 6, 2014 (the "**Asset Purchase Agreement**"), Assignee will acquire from Assignors, substantially all the assets used in (or held for use in) the Business, together with certain specified liabilities of the Business, all on the terms and subject to the conditions set forth in the Asset Purchase Agreement;

WHEREAS, Assignors hold certain intellectual property rights relating to the Business; and

WHEREAS, Assignors desire to assign their right, title, and interest in all such intellectual property rights to Assignee;

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth herein), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Definitions. The terms "include" and "including" indicate examples of a foregoing general statement and not a limitation on that general statement.
 - (a) "**Intellectual Property**" means all patents and patent applications, trademarks, trademark applications and trademark registrations, service marks, registered or unregistered copyrights, and all documented formulas, design and manufacturing information and know-how, methods, processes, specifications, quality control information and procedures, use, installation and safety information and procedures in respect of products, inventions, discoveries, trade secrets, trade names or other design or manufacturing confidential information and supplier, customer and marketing information comprising trade secrets or other confidential information that is either owned by Assignors or in which Assignors have any rights and that is used or held in the operation of the Business. The Intellectual Property includes the trademark registrations listed in Appendix 1 and the patent applications and issued patents listed in Appendix 2.
 - (b) "**Shareholders**" means George Antar and Paul E. Yousif.
2. Assignment. Assignors agree to assign, transfer, convey, deliver and set over to Assignee, and hereby irrevocably assigns, transfers, conveys, delivers and sets over to Assignee, and its successors, assigns and other legal representatives, all of Assignors' right, title and interest in and to the Intellectual Property, together with the goodwill of the business associated therewith, any foreign counterparts or equivalents thereto, existing

now or in the future, renewals and extensions of any of the foregoing and any Intellectual Property that may be registered upon or issue from any of the foregoing, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future misappropriation, infringement or other unauthorized use of the Intellectual Property, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

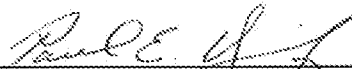
3. Authorization. Assignors authorize and request the United States Copyright Office, the United States Patent and Trademark Office and any other similar governmental authority in countries foreign to the United States to record Assignee as the assignee and owner of the Intellectual Property, and to register or issue any and all Intellectual Property thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.
4. Further Assurances. Assignors shall provide to Assignee, its successors, assigns or other legal representatives reasonable cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (a) preparation and prosecution of any application, continuations, divisions, continuations-in-part, extensions, registrations, renewals, filings or equivalent to any of the foregoing for any of the Intellectual Property; (b) the prosecution or defense of any interference, opposition, re-examination, reissue, infringement, misappropriation or other proceedings that may arise in connection with any of the Intellectual Property, including, but not limited to, testifying as to any facts relating to the rights assigned in this Agreement; (c) obtaining any additional protection for any of the Intellectual Property that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (d) implementation, perfection and/or recording of this Agreement in the United States and any and all applicable foreign jurisdictions.
5. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.
6. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The electronic transmission of any signed original counterpart of this Agreement shall be deemed to be the delivery of an original counterpart of this Agreement.

[Signatures on Following Page]

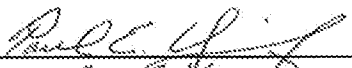
IN WITNESS WHEREOF, each of the parties has executed and delivered this Agreement as of the Effective Date.

ASSIGNORS:

TECH-SEAL PRODUCTS, INC.

By: 
Name: Paul E. Yousif
Title: President

BEYBA, INC.

By: 
Name: Paul E. Yousif
Title: President

GEORGE ANTAR

PAUL E. YOUSIF



ASSIGNEE:

TEKNI-PLEX, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties has executed and delivered this Agreement as of the Effective Date.

ASSIGNORS:

TECH-SEAL PRODUCTS, INC.

By: _____
Name:
Title:

BEYBA, INC.

By: _____
Name:
Title:

GEORGE ANTAR



PAUL E. YOUSIF

ASSIGNEE:

TEKNI-PLEX, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties has executed and delivered this Agreement as of the Effective Date.

ASSIGNORS:

TECH-SEAL PRODUCTS, INC.

By: _____
Name:
Title:

BEYBA, INC.


By: _____
Name:
Title:

GEORGE ANTAR

PAUL E. YOUSIF

ASSIGNEE:

TEKNI-PLEX, INC.

By: 
Name: David Waksman
Title: Sr. VP, Chief Legal Officer, Secretary

Appendix 1 – Schedule of Trademark Applications

Application No.	Registration No.	Registration Date	Name
74/387,914	1,819,912	Feb. 8, 1994	TECH-SEAL
75/197,102	2,421,624	Jan. 16, 2001	PHARMSEAL

Appendix 2 – Schedule of Patent Applications and Issued Patents

Application No.	Issued Patent No.	Patent Date	Name
11173474	7648764	Jan. 19, 2010	Two-piece container seal and method of manufacture
11008495	7713605	Sept. 3, 2013	Container seal with removal tab and holographic security ring seal
11008485	7740927	June 22, 2010	Container seal with integral promotional token and method
11007874	7819266	Oct. 26, 2010	Container sealing material having a heat-releasable interlayer
12657189	8080118	Dec. 20, 2011	Two-piece container seal and method of manufacture
12661482	7960001	June 14, 2011	Container seal with integral promotional token and method
09162271	6082566	July 4, 2000	Resealable liner and induction seal combination
11173410	None	Application Filed June 30, 2005	Tabbed container seal and method of manufacture
11527668	None	Application Filed Sept. 24, 2006	Tabbed container seal and method of manufacture