

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM316661

<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>
Pace Packaging Corporation		11/30/2001	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pace Packaging Acquisition Company		
<b>Street Address:</b>	3 Sperry Road		
<b>City:</b>	Fairfield		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	70433		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1035540	PACE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9374436635		
<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>	513-352-6719		
<b>Email:</b>	ipdocket@thompsonhine.com		
<b>Correspondent Name:</b>	Michael J. Nieberding		
<b>Address Line 1:</b>	Austin Landing I		
<b>Address Line 2:</b>	10050 Innovation Drive, Suite 400		
<b>Address Line 4:</b>	Dayton, OHIO 45342		
<b>ATTORNEY DOCKET NUMBER:</b>	070117-00286/LD		
<b>NAME OF SUBMITTER:</b>	Michael J. Nieberding		
<b>SIGNATURE:</b>	/Michael J. Nieberding/		
<b>DATE SIGNED:</b>	09/11/2014		
<b>Total Attachments: 9</b>			
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## BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is executed as of November 30, 2001, by and among PACE PACKAGING ACQUISITION COMPANY, a Delaware corporation ("Buyer"), and PACE PACKAGING CORPORATION, a New Jersey corporation ("Seller"). Capitalized terms used but not defined herein shall have the meaning given to them in that certain Asset Purchase Agreement, dated of even date herewith, by and between Buyer, Seller and certain other parties thereto (the "Asset Purchase Agreement").

1. Sale and Assignment of Assets. Seller, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, transfers, sells, conveys, assigns and delivers to Buyer, free of all encumbrances, all of Seller's right, title and interest in and to all of the Assets (except for Excluded Assets) in accordance with the terms of the Asset Purchase Agreement.

2. Limited Assumption of Liabilities. Buyer shall not assume or undertake to pay, perform or otherwise discharge any of the liabilities of Seller, except that Buyer hereby assumes and agrees to pay and perform all Assumed Liabilities as defined and to the extent indicated in Section 1.4 of the Asset Purchase Agreement.

3. Further Assurances. Each party hereto shall execute, acknowledge and deliver to the other party all documents, and shall take all actions reasonably required by such other party from time to time to confirm or effect the matters set forth herein, or otherwise to carry out the purpose of the Asset Purchase Agreement and this Agreement.

4. Asset Purchase Agreement. This Agreement is entered into pursuant to and is subject to all of the terms of the Asset Purchase Agreement, and nothing herein shall be deemed to modify any of the representations, warranties, covenants and obligations of the parties thereunder.

5. Interpretation. In the event of any conflict or inconsistency between the terms, provisions and conditions of this Agreement and the Asset Purchase Agreement, the terms, provisions and conditions of the Asset Purchase Agreement shall govern.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall constitute a single agreement.

7. Effective Date. This Agreement shall be effective as of the Closing.

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be duly executed and delivered as of the date first above written.

**BUYER:**

**PACE PACKAGING ACQUISITION COMPANY**

By: Andrew Bushell

Print Name: Andrew Bushell

Its: Vice President

**SELLER:**

**PACE PACKAGING CORPORATION**

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

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED TO BY:**

**CORNERSTONE CAPITAL HOLDINGS, L.L.C.**

By: Andrew Bushell

Print Name: Andrew Bushell

Its: Principal

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be duly executed and delivered as of the date first above written.

**BUYER:**

**PACE PACKAGING ACQUISITION COMPANY**

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

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**SELLER:**

**PACE PACKAGING CORPORATION**

By: Kenneth F. Regula

Print Name: Kenneth F Regula

Its: Vice President of Manufacturing

**ACKNOWLEDGED AND AGREED TO BY:**

**CORNERSTONE CAPITAL HOLDINGS, L.L.C.**

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

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of this 21st day of November, 2001 by and among **CORNERSTONE CAPITAL HOLDINGS, L.L.C.**, an Illinois limited liability corporation ("Cornerstone"), **PACE PACKAGING ACQUISITION COMPANY**, a Delaware corporation and wholly-owned subsidiary of Cornerstone ("Buyer"), **PACE PACKAGING CORPORATION**, a New Jersey corporation ("Seller") and the stockholders of Seller, Robert Krooss and Kenneth Regula (the "Stockholders", and collectively with the Seller, the "Sellers").

### RECITALS

WHEREAS, Seller is engaged in the manufacturing and marketing of automatic plastic bottle unscrambling systems used in the packaging industry (the "Business"); and

WHEREAS, Stockholders own all of the issued and outstanding capital stock of Seller; and

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from Seller, substantially all of the assets of Seller which are used in, relate to or arise out of the conduct of the Business, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants of the parties set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### ARTICLE 1

#### PURCHASE AND SALE OF ASSETS

1.1 Assets. Upon the terms and subject to the conditions set forth in this Agreement and in reliance upon the representations and warranties set forth herein, at the Closing (as defined hereinafter) Seller shall sell, convey, assign, transfer and deliver to Buyer, free and clear of all claims, liens, privileges, mortgages, charges, hypothecations, assessments, security interests, pledges or other encumbrances or adverse claims of interest of any kind or nature whatsoever (the "Liens"), and Buyer shall purchase from Seller, all right, title and interest in and to all property and assets (other than the Excluded Assets specified in **Section 1.2**) which are used in, relate to or arise out of the conduct of the Business, of every kind, character and description, whether tangible or intangible, real or personal or mixed, and wheresoever located, whether carried on the books of Seller or not carried on the books of Seller due to having been expended, fully depreciated or otherwise (collectively, the "Assets"), and which include, without limitation, the following (except to the extent that any of the following are designated in part as Excluded Assets in **Section 1.2**):

1.1.1 Inventory. All of the inventory and supplies of Seller with respect to the Business (the "Inventory"), an accurate listing of which is attached hereto as Schedule 1.1.1.

1.1.2 Contracts. All rights of Seller in, to and under all of Seller's assignable contracts and contract rights relating to the conduct of the Business as set forth on Schedule 3.1.8 (the "Assumed Contracts").

1.1.3 Personal Property. All tangible personal property (including instruments, equipment, fixtures, furniture, computer hardware and transferable or assignable software, and manufacturing machinery and equipment) relating to the Business ("Personal Property").

1.1.4 Real Property. All rights of Seller in, to and under all leasehold interests as lessee of Real Property (as defined in **Section 3.1.10**) and all other rights of Seller under the Real Property Leases (as defined in **Section 3.1.10**), and any and all of Seller's estate, right, title and interest in, to and under all real estate, storage facilities, buildings, fixtures, landings, constructions in progress, improvements, installations and additions, and additions constructed or located on or attached or affixed to the Real Property.

1.1.5 Books and Records of the Business. All books and records of Seller related to the conduct of the Business including, without limitation, all payroll records, computer records, operating systems, computer programs, customer lists, contracts, agreements, operating manuals, schedules of assets, correspondence, books of account, files, papers, books and all other public and confidential business records or information bases (collectively, the "Business Records"), whether the Business Records are in hard copy form or are electronically or magnetically stored. Seller may retain copies of all of the Business Records.

1.1.6 Accounts Receivable. All accounts receivable of Seller in connection with services performed or sales made prior to the Closing (the "Accounts Receivable").

1.1.7 Licenses, Permits and Approvals. To the extent assignable, all rights of Seller in and to all qualifications, registrations, filings, privileges, franchises, immunities, certificates, licenses, permits, accreditations, authorizations and approvals by or of governmental authorities or third parties running to or in favor of the Business, or related to the ownership and operation of the Business or any of the Assets, a complete and correct list of which is set forth on Schedule 3.1.17.

1.1.8 Intellectual Property. All (i) United States and foreign patents, patent applications, trademark applications and registrations, service marks, service mark applications and registrations, copyrights, copyright applications and registrations, and trade names of Seller relating to the Business, including without limitation all rights to use the name "Pace Packaging Corporation", or any related or similar trade names, trademarks, service marks or logos; (ii) proprietary data and technical, manufacturing know-how and information (and all materials embodying such information) of Seller relating to the Business; (iii) developments, discoveries, inventions, formulae, processes, designs, patterns, formats, ideas and trade secrets or other similar items of Seller relating to the Business, (iv) websites and Internet related intellectual property related to the Business, including rights to the Internet address [www.pacepkg.com](http://www.pacepkg.com); and (v) rights to sue

for past infringement of any of (i) through (iii) above (all of the foregoing, collectively, "Proprietary Rights").

1.1.9 Telephone Numbers. All right, title and interest of Seller in, to and under all telephone numbers used in connection with the conduct of the Business, including all extensions thereto.

1.1.10 Claims. To the extent assignable, all causes of action, claims, warranties, guarantees, refunds, rights of recovery and set-off of every kind and character, relating to the Assets and the conduct of the Business, including without limitation all rights in all warranties of any manufacturer or vendor with respect to the Personal Property.

1.1.11 Insurance. All casualty insurance and warranty proceeds of Seller received after the Closing Date with respect to damage to, nonconformance of, or loss to, the Assets.

1.1.12 Prepaid Expenses. All of Seller's prepaid expenses, deposits and other similar items related to the Assets or the conduct of the Business, including without limitation the security deposit previously paid by Seller to Landlord (as defined in Section 3.1.10) in the amount of \$31,750, plus accrued interest ("Prepaid Items").

1.1.13 Goodwill. All goodwill of Seller relating or attributable to, or arising from, the conduct of the Business.

1.1.14 Limited Cash. Cash or cash equivalents in the amount of \$25,000.

If and to the extent that assignment of any real property lease, contract, agreement, purchase order, work order, commitment, license, permit, certificate or approval shall require the consent of another party thereto, then (i) such real property lease, contract, agreement, purchase order, work order, commitment, license, permit, certificate or approval shall be assigned only upon and subject to receipt of such consent; and (ii) Seller and Buyer shall mutually cooperate in seeking such consent or reasonable arrangement designed to provide Buyer with the benefits, claims or rights (subject to liabilities and obligations) arising thereunder. With respect to Section 1.1.10 above, Seller agrees to use its best efforts to assign to Buyer all such causes of action, claims, warranties, guarantees, refunds, rights of recovery and set-off of every kind and character. To the extent Seller is unable to effect such assignment, then Seller agrees to collect and remit to Buyer any funds from such claims.

1.2 Excluded Assets. Notwithstanding the foregoing, Seller shall not sell, convey, assign or transfer to Buyer, and Buyer shall not purchase, acquire or make any payments or otherwise discharge any liability or obligation of Seller with respect to, the following assets of Seller (collectively, the "Excluded Assets"):

1.2.1 Cash and Cash Equivalents. All cash and cash equivalents of Seller in excess of \$25,000.



IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

**CORNERSTONE CAPITAL HOLDINGS, L.L.C.,**  
an Illinois limited liability company

By: Al Bell

Its: Principal

**PACE PACKAGING ACQUISITION COMPANY,**  
a Delaware corporation

By: Al Bell

Its: Vice President / COO

**PACE PACKAGING CORPORATION,**  
a New Jersey corporation

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

Its: \_\_\_\_\_

\_\_\_\_\_  
Robert Krooss

\_\_\_\_\_  
Kenneth Regula

11/23/2001 16:20 3126730239  
Nov-23-2001 13:57 From-SSW H&B  
11/21/2001 12:15 9733361664  
Nov-11-01 10:58 From-

CORNERSTONE CAPITAL  
8098876651 T-403 P.002/002 F-324  
ROBERT J KROOS PAGE 03  
T-418 P.02/01 F-028

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

**CORNERSTONE CAPITAL HOLDINGS, L.L.C.,**  
an Illinois limited liability company

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

Its: \_\_\_\_\_

**PACE PACKAGING ACQUISITION COMPANY,**  
a Delaware corporation

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

Its: \_\_\_\_\_

**PACE PACKAGING CORPORATION,**  
a New Jersey corporation

By: Robert J. Kroos

Its: President

Robert J. Kroos  
Robert Kroos

\_\_\_\_\_  
Kenneth Regula

Exhibit A

Patents/Patent Applications Owned by Pace Packaging Corporation as of 11/30/2001

<b>Country</b>	<b>Title</b>	<b>Application No.</b> <b>Filing date</b>	<b>Patent No.</b> <b>Issue Date</b>
U.S.	Pallet Unloading Apparatus and Method	09/245,115 01/25/1999	6,174,122 01/16/2001
U.S.	Method and Apparatus for High Speed Plastic Container Unscrambling	09/699,901 10/30/2000	6,502,688 01/07/2003
PCT	An Improved Method and Apparatus for High Speed Plastic Container Unscrambling	PCT/US01/48604 10/30/2001	N/A

Trademarks Owned by Pace Packaging Corporation as of 11/30/2001

U.S. Registration No. 1,035,540 – PACE