

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349306

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
G.I. Plastek, Inc.		07/30/2009	CORPORATION: DELAWARE
G.I. Plastek Limited Partnership		07/30/2009	LIMITED PARTNERSHIP: OHIO
RECEIVING PARTY DATA			
Name:	G.I. Plastek Wolfeboro LLC		
Street Address:	Five Wickers Drive		
City:	Wolfeboro		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03894		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2006160	GI PLASTEK	
CORRESPONDENCE DATA			
Fax Number:	2024202201		
<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>			
Phone:	202-420-2200		
Email:	englandj@dicksteinshapiro.com		
Correspondent Name:	Dickstein Shapiro LLP		
Address Line 1:	1825 Eye Street NW		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	G0055.0042 - ASSIGN		
NAME OF SUBMITTER:	Jonathan W. England		
SIGNATURE:	/JWE/		
DATE SIGNED:	07/27/2015		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("*Assignment Agreement*"), dated as of July 30, 2009 (the "*Effective Date*"), is by and between G.I. Plastek, Inc., a Delaware Corporation ("*GIP*"), G.I. Plastek Limited Partnership, an Ohio Limited Partnership (together with GIP, "*Assignors*") and G.I. Plastek Wolfeboro LLC ("*Assignee*").

WITNESSETH:

WHEREAS, GIP owned the registration for GI PLASTEK as set forth in United States Patent and Trademark Registration No. 2006160 (as set forth in *Schedule A*) and the related common law rights (referred to herein as the "*Assigned Trademark*"), and to the extent G.I. Plastek Limited Partnership has acquired any trademark rights in the Assigned Trademark, the Assignors have adopted, used and are currently using the Assigned Trademark.

WHEREAS, GIP as the owner, Assignors as the authorized users and right holders in the Assigned Trademark, and Assignee wish to execute this Assignment Agreement to transfer from Assignors to Assignee the entire right, title and interest in and to the Assigned Trademark (collectively the "*Trademark Rights*") in order to consummate Assignee's acquisition.

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

1. *Assignment.* Assignors hereby sell, assign, transfer and set over to Assignee all right, title and interest in and to the Trademark Rights, together with that portion of the goodwill related to the Trademark Rights and all common law rights, and all causes of action, past, present and future for infringement of the Trademark Rights anywhere in the world.
2. *Cooperation.* Assignors shall provide to Assignee, its successors, assigns or other legal representatives, all reasonable cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths and other documentation, and the delivery of any and all samples, exhibits, specimens and the like in the control of Assignors):
 - (i) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering the Assigned Trademark;
 - (ii) in the prosecution or defense of any opposition, interference, infringement suits or other proceedings that may arise in connection with the Assigned Trademark, including testifying as to any facts relating to the Assigned Trademark or this Assignment Agreement; and
 - (iii) in the implementation or perfection of this Assignment Agreement.
2. *Binding Provisions.* This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Without limiting the generality of the foregoing, Assignor expressly acknowledges and agrees that,

immediately after the execution of this Assignment Agreement, Assignee intends to transfer the Assigned Trademark and the Trademark Rights under this Assignment Agreement to Wincove-GIP Acquisition, Inc. ("*Wincove Acquisition*") in connection with the sale of substantially all of its assets to Wincove Acquisition. Assignor further consents to such transfer and agrees that Wincove Acquisition and its affiliates, successors and assigns are intended third party beneficiaries of this Assignment Agreement with the same rights to enforce it against Assignor as if they were direct signatories hereto.

3. *Governing Law.* This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts without reference to the choice of law principles thereof.

[Signature Page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment Agreement as of the Effective Date.

G.I. PLASTEK, INC.

By: Charles J. [Signature]
Name: Charles J. [Signature]
Title: C.E.O.

G.I. PLASTEK LIMITED PARTNERSHIP

By: G.I. Plastek, LLC, its General Partner

Name: Charles J. [Signature]
Title: C.E.O.

G.I. PLASTEK WOLFEBORO LLC

By: Newburyport Manager, LLC,
its Manager

Name: _____
Title: _____

STATE OF Massachusetts)
) ss
COUNTY OF Essex)

The foregoing instrument was acknowledged before me this 29th day of July, 2009, by CHARLES A. WASSER, the CEO of G.I. Plastek, Inc. as his act and deed, and the free act and deed of said corporation.

Diane M. Arciero
Notary Public
My commission expires: 5/7/2015

Diane M. Arciero
My Commission Expires
May 7, 2015

STATE OF Massachusetts)
) ss
COUNTY OF Essex)

The foregoing instrument was acknowledged before me this 29th day of July, 2009, by CHARLES A. WASSER, the CEO of G.I. Plastek, LLC as his act and deed, and the free act and deed of said limited liability company

Diane M. Arciero
Notary Public
My commission expires: 5/7/2015

Diane M. Arciero
My Commission Expires
May 7, 2015

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2009, by _____, the _____ of Newburyport Manager, LLC, as his act and deed, and the free act and deed of said limited liability company.

Notary Public
My commission expires: _____

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment Agreement as of the Effective Date.

G.I. PLASTEK, INC.

By: _____
Name: _____
Title: _____


G.I. PLASTEK LIMITED PARTNERSHIP

By: G.I. Plastek, LLC, its General Partner

By: _____
Name: _____
Title: _____

G.I. PLASTEK WOLFEBORO LLC

By: Newburyport Manager, LLC,
its Manager

By: 
Name: STEVEN S. FISCHMAN
Title: Manager

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by _____, the _____ of G.I. Plastek, Inc. as his act and deed, and the free act and deed of said corporation.

Notary Public
My commission expires: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by _____, the _____ of G.I. Plastek, LLC as his act and deed, and the free act and deed of said limited liability company.

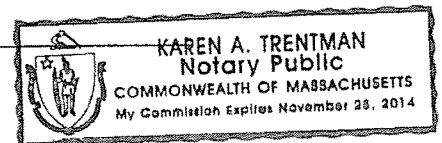
Notary Public
My commission expires: _____

STATE OF Massachusetts)
) ss
COUNTY OF Middlesex)

The foregoing instrument was acknowledged before me this 27th day of July, 2009, by Steven S. Frachman, the Manager of Newburyport Manager, LLC, as his act and deed, and the free act and deed of said limited liability company.

Karen A. Trentman

Notary Public
My commission expires: _____



Schedule A

Trademark and Trademark Registrations

Mark	Registration Date	Registration Number
GI PLASTEK	October 8, 1996	2006160