

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351463

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Michael Greene		09/13/2014	INDIVIDUAL: UNITED STATES
Michelle Greene		09/15/2014	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Western Industries, Inc.		
Street Address:	1141 South 10th Street		
City:	Watertown		
State/Country:	WISCONSIN		
Postal Code:	53094-0028		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4132237	PACKHORSE	
CORRESPONDENCE DATA			
Fax Number:	4142259753		
<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:	docketing@boylefred.com		
Correspondent Name:	Michael J. Gratz		
Address Line 1:	840 North Plankinton Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53203		
ATTORNEY DOCKET NUMBER:	899.090		
NAME OF SUBMITTER:	Michael J. Gratz		
SIGNATURE:	/Michael J. Gratz/		
DATE SIGNED:	08/14/2015		
Total Attachments: 5			
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ROYALTY AGREEMENT AND ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS

THIS ROYALTY AGREEMENT and ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (this "Agreement"), made and entered into as of ~~August~~ ^{SEP} 15, 2014 (the "Execution Date"), is by and between Western Industries, Inc. a Wisconsin Corporation (the "Recipient"), and Michael and Michelle Greene, doing business as MGreene 2 Corporation (Collectively "MGreene 2 Corporation"). Collectively, Recipient and MGreene 2 Corporation are referred to as "the Parties."

WHEREAS, the Parties have previously reached an informal agreement concerning Recipient's total acquisition of any and all ownership, interest or rights MGreene 2 Corporation has in the STYLEWORKS Product Line, and it is the desire of the Parties to reduce the terms of such agreement to writing.

WHEREAS, Recipient is in the business of, though not exclusively, designing, creating and selling plastic storage products and containers, which specifically includes any and all products designed, created and sold under the STYLEWORKS name and Product Line; and

WHEREAS, MGreene 2 Corporation has played a significant role in the conceptual development of certain products produced and sold within the STYLEWORKS Product Line; and

WHEREAS, it is the intent of MGreene 2 Corporation to forever transfer and assign any and all interest and rights it has in any and all products produced under the STYLEWORKS Product Line to Recipient, and the terms and consideration for such total transfer and assignment are expressly set forth in this agreement.

NOW THEREFORE, the Parties agree as follows:

1. DEFINITIONS

1.1 Definitions of capitalized terms used in this Agreement shall have the meanings given in Appendix A or elsewhere in the Agreement.

2. INTELLECTUAL PROPERTY ASSIGNMENT

2.1 Transfer and Assignment of Intellectual Property. MGreene 2 Corporation agrees to forever assign and transfer and hereby does forever assign and transfer to the Recipient, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, all right, title, and interest, including any and all Intellectual Property Rights pertaining thereto, in any and all works created, made, conceived, invented, developed, discovered or reduced to practice by MGreene 2 Corporation and created, produced, commercialized or sold under the STYLEWORKS Product Line, and in the performance of his/her/its duties on behalf of the Recipient, and each element and part thereof (collectively, the "Developments"), and only in and to all works based upon, derived from, or incorporating such Developments, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect

thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement. It is the express intent of the parties for this assignment to encompass only those products created, developed, produced, commercialized and sold under the STYLEWORKS Product Line, including, but not limited to, those items listed in Appendix B.

MGreene 2 Corporation hereby acknowledges that their work and services hereunder and all results and proceeds thereof, including, without limitation, the Developments, are works done under the Recipient's direction and control and have been specially ordered or commissioned by the Recipient. To the extent the Developments are copyrightable subject matter, they shall constitute "works made for hire" for the Recipient within the meaning of the Copyright Act of 1976, as amended, and shall be the exclusive property of the Recipient, and should any Developments be held by a court of competent jurisdiction to not be a "work made for hire," MGreene 2 Corporation shall and does hereby assign the copyright therein to the Recipient. MGreene 2 Corporation hereby further represents and acknowledges that any and all such "STYLEWORKS" Developments made, conceived, discovered or reduced to practice during their engagement by the Recipient prior to the date hereof, whether or not MGreene 2 Corporation is the named author or inventor, are owned solely by the Recipient, and that MGreene 2 Corporation has no right, title or interest therein, and agrees that upon the request of the Recipient, and without any further compensation, will take such action and execute such documents as the Recipient may request to evidence and perfect the Recipient's ownership of such Developments.

2.2 Disclosure and Cooperation. MGreene 2 Corporation shall promptly disclose to the Recipient each Development and shall communicate, without cost or delay, and without publishing the same, all available information relating thereto to the Recipient. Following the disclosure of each Development to the Recipient, MGreene 2 Corporation will, at the request and cost of the Recipient, sign, execute, make and do all such deeds, documents, acts and things as the Recipient and its duly authorized agents may reasonably require to apply for, obtain and vest in the name of the Recipient alone (unless the Recipient otherwise directs) letters patent, copyrights or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and to defend any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyright or other analogous protection. In the event the Recipient is unable, after reasonable effort, to secure MGreene 2 Corporation's signature on any letters patent, copyright or other analogous protection relating to an Development, whether because of MGreene 2 Corporation's physical or mental incapacity or for any other reason whatsoever, MGreene 2 Corporation hereby irrevocably designates and appoints the Recipient and its duly authorized officers and agents as MGreene 2 Corporation's agent and attorney-in-fact (which designation and appointment shall be (i) deemed coupled with an interest and (ii) irrevocable, and shall survive MGreene 2 Corporation's death or incapacity), to act for and in MGreene 2 Corporation's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by MGreene 2 Corporation.

5.6 Severability. If any provision in this Agreement shall be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

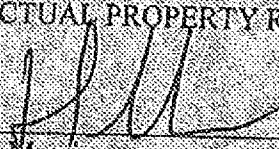
5.7 Expenses. Except as otherwise specifically provided in this Agreement, each Party will bear its own expenses (including fees and disbursements of legal counsel accountants, financial advisors and other professional advisors) incurred in connection with the preparation, negotiation, execution, delivery and performance of this Agreement.

5.8 Notices. All notices, requests, demands, consents, instructions or other communications required or permitted hereunder shall be in writing and faxed, mailed or delivered to each party at the respective addresses of the parties as set forth in this Agreement, or at such other address or facsimile number as the Recipient shall have furnished to MGreene 2 Corporation in writing.

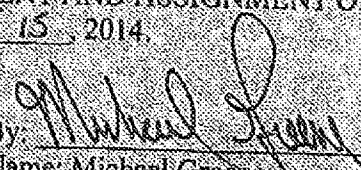
5.9 Construction. In the construction of this Agreement, the rule of construction that a document is to be construed most strictly against a party who prepared the same shall not be applied, it being agreed that all parties have participated in the preparation of the final form of this Agreement.

5.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Agreement may be executed by facsimile, photo or electronic signature and such facsimile, photo or electronic signature shall constitute an original for all purposes.

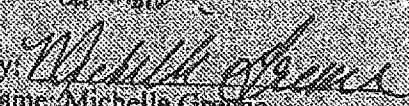
The Parties have duly executed this ROYALTY AGREEMENT AND ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS as of the August 15, 2014.

By: 
Name: Joe Messina
Title: President, Western Industries, Inc.
Date: August 15, 2014

SEPTEMBER

By: 
Name: Michael Greene
Title: Owner, MGreene 2 Corporation
Date: August 15, 2014

SEPTEMBER

By: 
Name: Michelle Greene
Title: Owner, MGreene 2 Corporation
Date: August 15, 2014

SEPTEMBER

APPENDIX "A" TO AGREEMENT
DEFINITIONS

"Affiliate" shall mean: (a) in the case of corporate entities, direct or indirect ownership of at least 50% of the stock or participating shares entitled to vote for the election of directors or the power to control such entity; and (b) in the case of non-corporate entities, direct or indirect ownership of at least 50% of the equity interest or the power to control such entity.

"The Developments" shall mean all rights, interests, assets, Intellectual Property Rights, and Patent Rights of only products created, designed, manufactured and sold under the STYLEWORKS Product Line and as defined in this Agreement.

"Intellectual Property Rights" means any and all (i) copyrights and other rights associated with works of authorship throughout the world, including neighboring rights, moral rights, and mask works, (ii) trade secrets and other confidential information, (iii) patents, patent disclosures and all rights in inventions (whether patentable or not), (iv) trademarks, trade names, Internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith, (v) all other intellectual and industrial property rights of every kind and nature throughout the world and however designated, whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in effect.

"Net Sales" shall mean, without duplication, all Product-based gross revenues invoiced by Recipient less all reasonably related expenses including but not limited to: discounts, rebates, deductions, returns, credits, write-offs, collections or bad debts etc. Net Sales shall be determined from books and records maintained in accordance with United States Generally Accepted Accounting Principles, consistently applied throughout the organization and across all Products of the entity whose sales of Product are giving rise to Net Sales.

"Patent Rights" shall mean the patents and patent applications, domestic or foreign, including any divisionals, converted utility patents, continuations, continuations-in-part, or reissues, reexaminations, or extensions thereof, associated with any product designed, created and produced under the STYLEWORKS Product Line.

"Product(s)" shall mean the 10.5 gallon STYLEWORKS tote, the 25 gallon STYLEWORKS tote, the 50 gallon PACKHORSE tote, and any and all other products produced and commercialized under the STYLEWORKS Product Line, and by Recipient under this Agreement, the research, development, manufacture, use, sale, offer to sell and import of which, but for the assignment granted herein, could infringe Valid Claims of the Patent Rights in the country of such manufacture, use or sale.

"Product Line" shall mean any and all products developed, designed, created, produced, commercialized, and sold under the STYLEWORKS brand.

"Royalty Term" shall mean, with respect to a Product in each country in the Territory, the period commencing on the Effective Date and ending on July 31, 2017.

"Territory" means the entire world.

"Valid Claim" shall mean any claim from (a) an issued and unexpired patent included within the Patent Rights that has not been revoked or held unenforceable or invalid by a final decision, from which an appeal cannot be taken or in respect of which the applicable period of appeal has expired, of a court or other governmental authority having authority over patents, and that has not been disclaimed, denied or admitted to be invalid or unenforceable through reissue or disclaimer or otherwise; or (b) a pending claim in a patent application within the Patent Rights.

APPENDIX "B" TO AGREEMENT

U.S. Trademark Registration No. 4,132,237 for PACKHORSE.

Any and all rights in the name/mark PACKHORSE and/or PACK HORSE or any confusingly similar mark and any goodwill associated therewith.

Any and all rights related to domain names containing PACKHORSE or any confusingly similar phrase.

Any and all rights to the name/mark STYLEWORKS and/or STYLE WORKS or any confusingly similar mark and any goodwill associated therewith.

Any and all rights related to domain names containing STYLEWORKS or any confusingly similar phrase.