

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM376309

<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>
BROWN MACHINE, LLC		03/10/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BROWN LLC		
<b>Street Address:</b>	330 North Ross Street		
<b>City:</b>	Beaverton		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48612		
<b>Entity Type:</b>	Limited Liability Company: MINNESOTA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3675697	BROWN	
<b>Registration Number:</b>	4081691	EPCO	
<b>Registration Number:</b>	4591819	VERSAFORM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8668000282		
<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>	2128082700		
<b>Email:</b>	rizzosd@pepperlaw.com		
<b>Correspondent Name:</b>	PEPPER HAMILTON LLP		
<b>Address Line 1:</b>	620 EIGHTH AVENUE		
<b>Address Line 2:</b>	37TH FLOOR		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10018-1405		
<b>ATTORNEY DOCKET NUMBER:</b>	134896.00033		
<b>NAME OF SUBMITTER:</b>	Samantha Rizzo		
<b>SIGNATURE:</b>	/Samantha Rizzo/		
<b>DATE SIGNED:</b>	03/10/2016		
<b>Total Attachments: 8</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“Assignment”), dated as of March 10, 2016, is by and between Brown Machine, LLC, a Delaware limited liability company (“Assignor”), and Brown LLC, a Minnesota limited liability company (“Assignee”).

WHEREAS, Assignor, Assignee and certain other parties have entered into an Assignment and Assumption Agreement, dated as of March 10, 2016, by and among Assignor, Assignee and the other parties thereto (the “Assignment and Assumption Agreement”), pursuant to which Assignor has agreed to sell, transfer, assign, convey, set over and deliver to Assignee and its affiliate, among all other things, all of Assignor's tangible and intangible assets, properties, contractual and other rights, interests and privileges of any kind or nature, including without limitation the assets used and held for use by Assignor in connection with its business, with the exception of certain Retained Assets (as defined in the Assignment and Assumption Agreement);

NOW, THEREFORE, incorporating the foregoing and in consideration of the mutual covenants, representations, warranties and agreements contained in the Assignment and Assumption Agreement and this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

### DEFINITIONS

Capitalized terms that are not defined herein shall have the meaning given to them in the Assignment and Assumption Agreement.

### ASSIGNMENT

1. Assignment. Assignor hereby sells, transfers, assigns, conveys, transfers and delivers to Assignee, free and clear of all Encumbrances (except for Permitted Encumbrances), all of Assignor's right, title and interest in and to the following (the “Assigned Intellectual Property”):

(a) the trademark registrations and trademark applications set forth on Exhibit A hereto and all issuances, extensions and renewals thereof, together with all rights and goodwill associated with any of the foregoing;

(b) the domain names set forth on Exhibit A, including the current registrations thereof; and

(c) the patents and patent applications set forth in Exhibit B hereto and all continuation, continuation-in-part, divisional, provisional, non-provisional or any substitute applications, any patent issued with respect to any such patent applications, any reissue, reexamination, renewal or extension (including any supplemental patent certificate) of any such patent, and any

confirmation patent or registration patent or patent of addition based on any such patent, and all foreign counterparts of any of the foregoing.

This Assignment includes the right to make applications to protect any of the foregoing in any country or region, all renewal rights therein, the right to obtain registrations of the Assigned Intellectual Property throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

2. Recordation. Assignor hereby authorizes the Commissioner for Trademarks, the Commissioner for Patents, and any official of any other country empowered to issue trademark, patent, to record and register this Assignment, and to issue or transfer said Assigned Intellectual Property to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

Without limiting the generality of the foregoing, Assignor shall immediately take any actions and execute such additional documents as are necessary or appropriate to effect the assignment of domain names such that Assignee's ownership of the domain names is properly reflected on the records of the appropriate domain name registrar, including, without limitation, electronically transferring all administrative and other rights in the domain names to Assignee.

3. Power of Attorney. Assignor does hereby constitute and appoint Assignee, its successors and assigns, Assignor's true and lawful attorney, with full power of substitution for Assignor, and in its name, place and stead or otherwise, but on behalf of and for the benefit of Assignee, its successors and assigns, upon at least 10 days' advance written notice to Assignor, to take all actions and execute all documents on behalf of Assignor necessary to effect the assignment set forth in this Assignment, and from time to time to institute and prosecute in Assignor's name or otherwise, but at the direction and expense and for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors or assigns may deem proper in order to collect, assert, or enforce any claim, right or title of any kind in and to the Assigned Intellectual Property, and to defend and compromise any and all actions, suits, and proceedings with respect to any of the Assigned Intellectual Property, and to do any and all such acts and things in relation thereto as Assignee, its successors or assigns shall deem advisable, Assignor hereby declaring the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason

4. Further Assurances. Without limiting the generality of Section 6 of the Assignment and Assumption Agreement, upon Assignee's request Assignor shall promptly take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Intellectual Property is properly assigned to Assignee, or any assignee or successor thereto including, without limitation, electronically transferring all administrative and other rights in the domain names to Assignee.

## GENERAL

5. Terms of the Assignment and Assumption Agreement. The terms of the Assignment and Assumption Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Intellectual Property are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Assignment and Assumption Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Assignment and Assumption Agreement and the terms hereof, the terms of the Assignment and Assumption Agreement shall govern.

6. Entire Understanding. This Assignment, together with the Assignment and Assumption Agreement, state the entire understanding among the parties with respect to the subject matter hereof, and supersede all prior oral and written communications and agreements, and all contemporaneous oral communications and agreements, with respect to the subject matter hereof. No amendment or modification of this Assignment shall be effective unless in writing and signed by the party against whom enforcement is sought.

7. Assignment. Assignee may freely assign this Assignment, as well as its rights hereunder, in whole or in part, to any third party. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and assigns.

8. Governing Law. THIS ASSIGNMENT IS MADE UNDER, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED SOLELY THEREIN, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW.

9. Severability. If any provision of this Assignment is construed to be invalid, illegal or unenforceable, then the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto.

10. Counterparts. This Assignment may be executed in any number of counterparts, including by facsimile or electronic delivery, each of which when so executed and delivered shall be an original hereof, and it shall not be necessary in making proof of this Assignment to produce or account for more than one counterpart hereof.

11. Headings. Section and subsection headings in this Assignment are for convenience of reference only, do not constitute a part of this Assignment, and shall not affect its interpretation.

*{Signature page follows}*

INTENDING TO BE LEGALLY BOUND, the parties have executed or caused to be executed this Assignment effective as of the day and year first above written.

ASSIGNOR:

ASSIGNEE:

BROWN MACHINE, LLC

BROWN LLC

By: Kay McCandless  
Name: Kay McCandless  
Title: Secretary/Treasurer

By: Kay McCandless  
Name: Kay McCandless  
Title: Secretary/Treasurer

*{Intellectual Property Assignment (US)}*

**Exhibit A**

<b>Trademarks</b>				
Registration No.	Jurisdiction	Goods or services covered	Registration Date	Record Owner
3,675,697	U.S.	IC 007. US 013 019 021 023 031 034 035. G & S: Plastics machinery comprising, continuous, inline, modular and rotary thermoforming machine and trimming machine specially adapted for use only with thermoformed parts. FIRST USE: 19560201. FIRST USE IN COMMERCE: 19560201	9/1/2009	Brown Machine LLC
4,081,691	U.S.	IC 037. US 100 103 106. G & S: Machinery maintenance and repair; remanufacturing of injection molding, blow molding, and die casting machines; upgrading controls for injection molding, blow molding, and die casting machines. FIRST USE: 19610802. FIRST USE IN COMMERCE: 19610802	1/10/2012	Brown Machine LLC
4,591,819	U.S.	IC 007. US 013 019 021 023 031 034 035. G & S: Thermoforming machines. FIRST USE: 20130910. FIRST USE IN COMMERCE: 20130910	8/26/2014	Brown Machine LLC

**Domain Names**

Domain Names			
Web Address	Date Created	Registration Expiration Date	Registrar
brown-machine.com	11/13/1995	12/4/2016	GoDaddy.com
epcolle.com	12/4/2002	12/4/2016	GoDaddy.com
plastic-food-packaging.com	6/10/2010	12/5/2016	GoDaddy.com
plastic-food-packaging.net	6/10/2010	12/5/2016	GoDaddy.com



**Exhibit B**

<b>Patents</b>				
<b>Patent No.</b>	<b>Title</b>	<b>Juris-diction</b>	<b>Date Issued</b>	<b>Record Owner</b>
5,814,185	TWIN SHEET THERMOFORMER	U.S.	9/29/1998	Brown Machine LLC
5,980,231	THERMOFORMER MACHINE WITH LINEAR RECIRCULATION OF SHEET HOLDING FRAMES	U.S.	11/9/1999	Brown Machine LLC
6,135,754	ADJUSTABLE FEED ROLLER MECHANISM FOR LIP ROLLING MACHINE	U.S.	10/24/2000	Brown Machine LLC
6,164,949	ADJUSTABLE CURLING SCREW MECHANISM FOR A LIP ROLLING MACHINE	U.S.	12/26/2000	Brown Machine LLC
6,093,010	LIP ROLLING MACHINE WITH IMPROVED OVEN MOUNTING AND ADJUSTABLE GUIDES	U.S.	7/25/2000	Brown Machine LLC
6,648,043	THERMOFORMER FOR FORMING A HEAT BONDING A THERMOPLASTIC SHEET TO A SUBSTRATE	U.S.	11/18/2003	Brown Machine LLC
7,089,985 B1	THERMOFORMING FOR FORMING AND HEAT BONDING A THERMOPLASTIC SHEET TO A SUBSTRATE	U.S.	8/15/2006	Brown Machine LLC
6,648,624	THERMOFORMING MACHINE TOOLING ASSEMBLY WITH PLUG ASSIST TOOLING	U.S.	11/18/2003	Brown Machine LLC
6,969,246	FORMING STATION AND PROCESS FOR TWIN SHEET THERMOFORMING	U.S.	11/29/2005	Brown Machine LLC
6,688,873	PLUG ASSIST QUICK CHANGE MOUNTING FOR THERMOFORMER TOOLING	U.S.	2/10/2004	Brown Machine LLC
6,055,904	SHUT HEIGHT ADJUSTMENT AND CRANK SUPPORT ARRANGEMENTS AND METHODS FOR A THERMOFORMING PRESS	U.S.	5/2/2000	Brown Machine LLC
7,033,536	METHOD FOR THERMOFORMING	U.S.	4/25/2006	Brown Machine LLC

7,303,386	METHOD AND APPARATUS FOR SQUARING AND FLATTENING SHEETS	U.S.	12/4/2007	Brown Machine LLC
7,399,175	THERMOFORMER PLUG ASSIST DRIVE ASSEMBLY	U.S.	7/15/2008	Brown Machine LLC
7,628,950 B2	METHOD AND TOOLING FOR SLITTING A THERMOFORMED CONTAINER AND CONTAINER FORMED THEREBY	U.S.	12/8/2009	Brown Machine LLC
5,964,134	TRIM APPARATUS AND METHOD FOR TRIMMING AN ARTICLE FROM A THERMOPLASTIC SHEET	U.S.	10/12/1999	Brown Machine LLC
8,075,816	FORM STATION PLATEN DRIVE FOR A THERMOFORMING MACHINE AND A METHOD OF LEVELING PLATENS	U.S.	12/13/2011	Brown Machine LLC
8,356,990	TOGGLE DRIVE SYSTEM FOR DRIVING IN A THERMOFORMING PRESS	U.S.	1/22/2013	Brown Machine LLC
9,079,718	RAIL SYSTEM FOR THERMOFORMER WITH DUAL MOTOR CHAIN DRIVE	U.S.	7/14/2015	Brown Machine LLC
62/103,112	DROP AWAY CONNECTING ARM WITH RAPID STROKE ADJUST AND NEW STYLE COUNTER BALANCE	U.S.	1/14/2015	Brown Machine LLC