

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376802

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Total Plastics, Inc.		03/15/2016	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Total Plastics Resources LLC		
Street Address:	1460 Main Street, Suite 200		
City:	Southlake		
State/Country:	TEXAS		
Postal Code:	76092		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3080973	THE PLASTICS STORE	
Registration Number:	3088906	THE PLASTICS STORE	
Registration Number:	2112867	TOTAL PLASTICS, INC.	
Registration Number:	2120410	TPI	
CORRESPONDENCE DATA			
Fax Number:	2146616876		
<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:	214-953-5758		
Email:	skunzle@jw.com		
Correspondent Name:	Sara K. Borrelli		
Address Line 1:	2323 Ross Avenue, Suite 600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	132425.109		
NAME OF SUBMITTER:	Sara K. Borrelli		
SIGNATURE:	/Sara K. Borrelli/		
DATE SIGNED:	03/16/2016		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is made as of March 15, 2016 by and between Total Plastics, Inc., a Michigan corporation ("Assignor"), and Total Plastics Resources LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Assignee and Assignor have entered into that certain Asset Purchase Agreement dated as of March 11, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, for the sale, transfer, assignment, conveyance and delivery by Assignor to Assignee of all of Assignor's right, title and interest in and to the Acquired Assets (as defined in the Purchase Agreement) and the assumption by Assignee of the Assumed Liabilities (as defined in the Purchase Agreement).

B. In accordance with the Purchase Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of the registered trademarks and common law marks registered or in use in the United States or any foreign country relating to the Acquired Assets and any trademark applications relating to the Acquired Assets filed by Assignor (collectively, the "Marks"), whether or not referenced on Exhibit A annexed hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment of Marks.

(a) Assignor does hereby irrevocably assign, transfer and convey to Assignee, its successors and assigns, all rights, title and interest in and to the Marks, together with the goodwill of the business associated therewith, including (i) the sole and exclusive right to register the Marks under the laws of the United States and any other jurisdiction worldwide, now or hereafter in effect, and to renew any registration to the extent required or permitted, (ii) the sole and exclusive right to all income, royalties and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages and payments for past or future infringements, dilutions or other violations of the Marks, (iii) the sole and exclusive right to bring and maintain actions for future, present and past trademark infringement or misappropriation, including the right to sue for infringement damages incurred or arising prior to the date hereof and collect the same and (iv) all rights in the trade dress, labels and designs associated with the Marks.

(b) Assignor hereby covenants and agrees that the Assignor will at any time upon the reasonable request and at the expense of the Assignee execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to transfer, vest, record and perfect good, valuable and marketable right, title and interest in Assignee, its successors, assigns, and legal representatives.

(c) Assignee is to hold all right, title and interest in and to the Marks as fully and exclusively as it would have been held and enjoyed by Assignor had the assignment in Section 2(a) not been made. Assignor further covenants and agrees not to seek to challenge the validity of any of such Marks or oppose any trademark application related to the Marks, including in any claim, action, arbitration, suit, inquiry or proceeding.

3. Recording of Assignment. Assignor hereby authorizes Assignee to request the relevant government entity or agency to record Assignee as the assignee and owner of the entire right, title and interest in and to each of the Marks for the sole use and enjoyment of Assignee, its successors, assigns and other legal representatives.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without reference to the choice of law principles thereof.

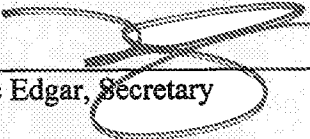
5. Severability. The invalidity of any portion hereof shall not affect the validity, force or effect of the remaining portions hereof.

6. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, the sale, transfer, assignment, conveyance and delivery effectuated hereby are subject in all respects to the terms and conditions of the Purchase Agreement and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of Assignor or Assignee as set forth in the Purchase Agreement.

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized officers to execute this Assignment as of the date written above.

TOTAL PLASTICS, INC.



Marec Edgar, Secretary

STATE OF Illinois
COUNTY OF DuPage

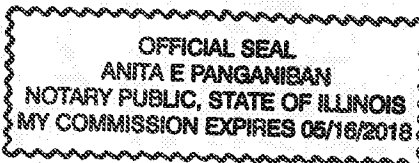
On March 15, 2016 before me, Anita E. Panganiban (the undersigned notary), personally appeared Marec E. Edgar personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Anita E. Panganiban

Notary Public

[seal]



TOTAL PLASTICS RESOURCES LLC

BY: _____

Name: Ross Gatlin

Title: Manager

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized officers to execute this Assignment as of the date written above.

TOTAL PLASTICS, INC.

Marec Edgar, Secretary

STATE OF
COUNTY OF

On _____ before me, _____ (the undersigned notary), personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[seal]

Notary Public

TOTAL PLASTICS RESOURCES LLC

BY: 

Name: Ross Gatlin

Title: Manager

Assignment of Trademarks

TRADEMARK
REEL: 005751 FRAME: 0943

EXHIBIT A
TRADEMARKS

MARK	APPLICATION No.	FILING DATE	REGISTRATION No.	REGISTRATION DATE	STATUS	NEXT ACTION DUE	REGISTRATION TYPE
THE PLASTICS STORE	78421543	5/19/2004	3080973	4/11/2006	Registered	Renewal - due 4/11/2016	Supplemental
THE PLASTICS STORE	78454275	7/21/2004	3088906	5/2/2006	Registered	Renewal - due 5/2/2016	Supplemental
TOTAL PLASTICS, INC.	75055278	2/8/1996	2112867	11/11/1997	Registered	Renewal - due 11/11/2017	Principal
TPI	75055275	2/8/1996	2120410	12/9/1997	Registered	Renewal - due 12/9/2017	Principal