# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM376926

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Excel Container, Inc.		02/29/2016	Corporation: ILLINOIS	

### **RECEIVING PARTY DATA**

Name:	Georgia-Pacific Corrugated IV LLC		
Street Address:	133 Peachtree Street, N.E.		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	Limited Liability Company: DELAWARE		

## **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	85609574	EXCEL
Serial Number:	85609675	EXCEL DISPLAYS & PACKAGING
Serial Number:	85609695	EXCEL DISPLAYS & PACKAGING

# **CORRESPONDENCE DATA**

Fax Number: 4045841461

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.

Phone: 404-652-4727

Email: slwilson@gapac.com

Sheena Wilson **Correspondent Name:** 

133 Peachtree Street, N.E. Address Line 1: Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	EXCEL ASSIGNMENT
NAME OF SUBMITTER:	Sheena L. Wilson
SIGNATURE:	/Sheena L. Wilson/
DATE SIGNED:	03/17/2016

#### **Total Attachments: 4**

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#### TRADEMARK AND SERVICE MARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into the 29<sup>th</sup> day of February, 2016, by and between Excel Container, Inc., an Illinois corporation ("Assignor"), and Georgia-Pacific Corrugated IV LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademarks and service marks set forth on Schedule A ("Marks"), and the goodwill associated therewith; and

WHEREAS, Assignor is to assign to Assignee all right, title and interest in and to the Marks, together with the goodwill associated therewith, in connection with the sale of certain assets by Assignor to Assignee pursuant to the Purchase Agreement for Corporate Asset Acquisition and Company Membership Interest dated as of the date hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

- Assignor does hereby sell, assign, transfer and set over to Assignee the Assignor's entire right, title and interest in and to the Marks together with the Assignor's goodwill in connection with which the Marks are used, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties or payments in respect of the Marks due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.
- 2. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office and any other similar government authority to record Assignee as owner of the Marks for the sole use and enjoyment of assignee, its successors, assigns or other legal representatives. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Marks.
- 3. Assignor shall provide Assignee, its successors, assigns or other legal representatives, with reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all documentation as may be reasonably required) in connection with (i) perfection of the rights assigned herein, including the preparation, execution, and delivery of all documentation which may be reasonably necessary to further document and record the assignment of the Marks made

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herein; (ii) the prosecution or defense of any opposition, cancellation, infringement or other proceedings that may arise in connection with any of the Marks, this Assignment or the assignment made hereby; and (iii) obtaining any additional protection for the Marks that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country. If Assignee is unable for any reason, after reasonable effort, to secure the Assignor's signature on any document needed in connection with the actions specified above, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and on its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by the Assignor.

Each of the parties has caused this Assignment to be signed and executed by its undersigned officer thereunto duty authorized as of the date first written above.

EXCEL CONTAINER, INC.	GEORGIA-PACIFIC CORRUGATED IN LLC		
8y: / 1/1	By:		
Name: 17 10 11444 17 14444	Name:		
Title: 1241,0247	Title:		

herein; (ii) the prosecution or defense of any opposition, cancellation, infringement or other proceedings that may arise in connection with any of the Marks, this Assignment or the assignment made hereby; and (iii) obtaining any additional protection for the Marks that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country. If Assignee is unable for any reason, after reasonable effort, to secure the Assignor's signature on any document needed in connection with the actions specified above, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and on its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by the Assignor.

Each of the parties has caused this Assignment to be signed and executed by its undersigned officer thereunto duly authorized as of the date first written above.

EXCEL CONTAINER, INC.	GEORGIA-PACIFIC CORRUGATED IV LLC		
By: Name: Title:	By: W/M.M/ Name: William Medot/ Title: President		

# Schedule A

Trademark Name	Country	App. No.	App. Date	Reg. No.	Reg. Date
EXCEL	USA	85/609574	04/26/2012	4285328	02/05/2013
EXCEL DISPLAYS &					
PACKAGING	USA	85/609675	04/26/2012	4263863	12/25/2012
E CEL	USA	85/609695	04/26/2012	4263865	12/25/2012

NAI- 1500796743v23

**RECORDED: 03/17/2016**