

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377799

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amcor Limited		10/15/2015	Corporation: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Orora North America		
Street Address:	6600 Valley View Street		
City:	Buena Park		
State/Country:	CALIFORNIA		
Postal Code:	90620		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3644245	ENVIROKRAFT	
CORRESPONDENCE DATA			
Fax Number:	2149783099		
<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:	2149783000		
Email:	daltmuspto@bakermckenzie.com		
Correspondent Name:	Justin P. Welch		
Address Line 1:	2001 Ross Avenue		
Address Line 2:	Suite 2300		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	85231601-000334		
NAME OF SUBMITTER:	Justin P. Welch		
SIGNATURE:	/justin p. welch/		
DATE SIGNED:	03/24/2016		
Total Attachments: 6			
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**Intellectual Property
DEED OF ASSIGNMENT**

This Deed is made the _____ day of _____

Oct 15, 2015

between

AMCOR LIMITED (ABN 62 000 017 375)

of 109 Burwood Road, Hawthorn, Victoria 3122, Australia

(Amcor)

and

Orora North America (95-1683793)

of 6600 Valley View Street, Buena Park, California 9062, United States of America

(Recipient)

Recitals

- A. Amcor is the owner of the Intellectual Property.
- B. Prior to and in contemplation of a demerger which took place on 31 December 2013, certain businesses were restructured and assets used in those businesses, including the Intellectual Property, were assigned to the Recipient for good and valuable consideration pursuant to asset transfer agreements.
- C. The said asset transfer agreements contemplated that the parties would enter into this Deed in order to further and better assign all rights and title in the Intellectual Property to the Recipient to, inter alia, better facilitate the recording of the Recipient's title to that Intellectual Property on relevant registers around the world.
- D. Amcor wishes to assign to the Recipient all its rights, title and interest in the Intellectual Property around the world, on the terms and conditions of this Deed.

Operative part

1. Definitions and Interpretation

1.1 Definitions

In this Deed, and unless the context otherwise requires:

- (a) "**Design Applications and Registrations**" means the design applications and registrations listed in Schedule 1.

- (b) "**Designs**" means the designs that are the subject of the Design Applications and Registrations.
- (c) "**Effective Date**" means the date of this Deed.
- (d) "**Intellectual Property**" means the:
 - (i) Design Applications and Registrations;
 - (ii) Designs;
 - (iii) Patent Applications and Registrations;
 - (iv) Inventions;
 - (v) Trade Mark Applications and Registrations;
 - (vi) marks the subject of the Trade Mark Applications and Registrations; and
 - (vii) unregistered trade markslisted in Schedule 1.
- (e) "**Inventions**" means all inventions described and/or claimed in the Patent Applications and Registrations.
- (f) "**Patent Applications and Registrations**" means the patent applications and registrations listed in Schedule 1.
- (g) "**Security Interests**" means any interest or right which secures the payment of a debt or other monetary obligation or the compliance with any other obligation, including any:
 - (i) mortgage;
 - (ii) security interest under the *Personal Property Securities Act 2009* (Cth);
 - (iii) retention of title to any property; and
 - (iv) right to set off or withhold payment of any deposit or other money.
- (v) "**Trade Mark Applications and Registrations**" means the trade mark applications and registrations listed in Schedule 1.

1.2 Interpretation

In this Deed:

- (a) headings and underlinings are for convenience only and do not affect the interpretation of this Deed;
- (b) a reference to this Deed includes an Annexure, Exhibit or Schedule to this Deed;
- (c) a provision of this Deed will not be interpreted against a party just because that party prepared the provision;
- (d) a word or expression in the singular include the plural, and the other way around;
- (e) words importing a gender include any gender;

- (f) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (g) a reference to a Statute includes an amendment or re-enactment to that legislation and includes subordinate legislation in force under it;
- (h) a reference to a party to this or any other Deed or agreement includes that party's successors and permitted assigns;
- (i) a reference to a clause, a Schedule, or an Annexure is a reference to a clause, a schedule or an annexure to this Deed;
- (j) a reference to a person or words denoting a person includes a company, statutory corporation, partnership, joint venture, association, board, government or semi-government agency or authority and that person's successors and legal personal representative; and
- (k) the words "includes" and "including" or words of similar effect are not words of limitation.

2. Assignment of Intellectual Property

- 2.1 Amcor hereby assigns absolutely to the Recipient, for good and valuable consideration which Amcor acknowledges having received, all rights, title and interest in the Intellectual Property anywhere in the world as of the Effective Date.

3. Any Further Steps

3.1 Execution of Documents

The parties undertake to execute all such documents and do all such things as may be necessary, proper or desirable to enable the Recipient:

- (a) to give full effect to this Deed; and
- (b) to fully enjoy and to prosecute the Intellectual Property and any rights associated with them

including taking all steps and executing all documents as may be necessary to perfect the assignment contemplated by this Deed including the filing of documents with the relevant authorities within 180 days of the Effective Date in order to record the assignments the subject of this Deed on all relevant registers.

3.2 Taxes, charges, GST etc

Any taxes, charges, duties, levies, or similar imposts assessed or payable in relation to the assignment of the Intellectual Property shall be paid by Amcor.

- 3.3 If GST is payable as a consequence of any supply made (or deemed to be made) by one party to the other in connection with this Deed, then as between the parties [Amcor] will be responsible for payment of that GST. Notwithstanding any other provision of this Deed, if either party is required to reimburse or indemnify the other party for any costs, expenses or other amounts, the amount to be reimbursed or indemnified must be reduced by any part which is recoverable as an input tax credit by that other party (or by a representative member of that other party's GST group).

- 3.4 For the purposes of clause 3.3 the term 'GST' has the meaning given to it in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

4. Warranties

4.1 Amcor Warranty

Amcor warrants to the Recipient that the Intellectual Property is free from all Security Interests and other third party interests or rights as at the Effective Date.

4.2 Mutual Warranty

Each party warrants that:

- (a) it has authority to enter into, and to perform its obligations under, this Deed; and
- (b) it has the ability to perform its obligations under this Deed; and
- (c) it is authorised by all necessary government and other agencies and authorities to perform its obligations under this Deed and will continue to be authorised to perform the Deed.

5. Variation

Any variation to this Deed must be in writing and signed by the parties.

6. Entire Agreement

This Deed supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties.

7. Counterparts

This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

8. Governing Law and Jurisdiction

This Deed is governed by the laws of the State of Victoria, Australia. Each party submits to the jurisdiction of courts exercising jurisdiction there, and waives any right to claim that those courts are an inconvenient forum.

9. Stamp Duty

Any stamp duty (including fines, penalties and interest) that may be payable on or in connection with this Deed or any instrument executed under this Deed must be borne, as between the parties, by Amcor.

Executed and delivered as a Deed in Victoria

Executed as a deed in accordance with
s127 of the *Corporations Act 2001* (Cth) by
Amcor Limited:

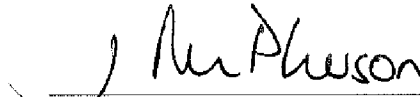


Director Signature

RON DEUA

Print Name

Date: 29 July 2015



Director/Secretary Signature

JULIE MCPHERSON

Print Name

~~Executed~~ as a deed in accordance with
~~s127 of the Corporations Act 2001~~ (Cth) by
Orora North America:



Director Signature

David Conley

Print Name

Date: 10/14/15



Director/Secretary Signature

BERNARDINO SALVATORE

Print Name

Schedule 1 – Intellectual Property

A Trade marks

EnviroKraft	USA Trade Mark: 3644245
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