

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385145

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
StarchTech, Inc.		04/13/2016	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Storopack, Inc.		
Street Address:	4758 Devitt Drive		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45246		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3761981	CLEAN GREEN PACKING COMPANY OF MINNESOTA	
Registration Number:	3761982	S STARCH TECH INC.	
Registration Number:	3735554	STARCHTECH, INC.	
Registration Number:	1793289	CLEAN GREEN PACKING	
CORRESPONDENCE DATA			
Fax Number:	5132416234		
<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:	5132412324		
Email:	usptodock@whe-law.com		
Correspondent Name:	Sarah Otte Graber		
Address Line 1:	441 Vine Street		
Address Line 2:	2700 Carew Tower		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Sarah Otte Graber		
SIGNATURE:	/Sarah O. Graber/		
DATE SIGNED:	05/20/2016		
Total Attachments: 5			
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ASSIGNMENT

THIS ASSIGNMENT by and between Edward W. Boehmer and STARCHTECH, INC., a Minnesota corporation, having a place of business at 720 Florida Avenue, Minneapolis, Minnesota 55426 ("Assignors") on the one hand, and STOROPACK, INC., a Delaware corporation, having a place of business at 4758 Devitt Drive, Cincinnati, OH 45246 ("Assignee") on the other. This Assignment is effective as of April 13, 2016 ("Effective Date") pursuant to a Purchase and Sale Agreement of same date.

W I T N E S S E T H:

WHEREAS, Assignors have continuously used and own all rights, title and interest in brand names, trademarks, including common law trademarks, trade dress and trade names, and the goodwill associated therewith, associated with the Business, as identified and defined in the Parties' Purchase and Sale Agreement, made effective on the Effective Date ("Business"), including those identified on Exhibit A of this Assignment, and associated applications and registrations thereto ("Trademarks"); and

WHEREAS, Assignors registered and own the domain names identified on Exhibit A, and associated applications and registrations thereto ("Domain Names"); and

WHEREAS, Assignors own all copyrights to the graphic works on Assignors' website, located at www.starchtech.com, and on all packaging and advertising literature and other works related to Assignors' Business, and associated applications and registrations thereto ("Copyrights"); and

WHEREAS, Assignors own know-how regarding the manufacture, use, and distribution of starch-based loosefill and other starch-based packaging products ("Know-How"); and

WHEREAS, Assignors desire to assign to Assignee, and Assignee desires to acquire, all of Assignors' rights, title and interests in and to those Trademarks, and the goodwill associated therewith, Domain Names, Copyrights, and all associated applications and registrations, and Know-How throughout the world owned by Assignors related to the Business, including the properties listed on Exhibit A hereto (collectively "StarchTech IP").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignors and Assignee agree as follows:

- 1) Assignors hereby sell, assign, transfer, set over, and convey to Assignee, its successors, assigns, and legal representatives, Assignors' entire rights, title and interests throughout the world in and to:
 - a) the Trademarks together with the goodwill of the Business symbolized by the Trademarks and all other rights that Assignors have enjoyed thereunder in the United

States and other foreign countries, if any, including any and all rights of recovery based on past infringement of the Trademarks and applications and registrations, the same to be held and enjoyed by the Assignee, its successors and assigns,

b) the Domain Names, and associated applications and registrations thereto, registered in the United State and throughout the world, including any and all rights of recovery based on past infringement and cybersquatting, and applications and registrations, the same to be held and enjoyed by the Assignee, its successors and assigns,

c) the Copyrights, including the right to secure copyright registrations therefor throughout the world, and the right to sue and collect for past infringement, and

d) the Know-How.

2) Assignors also hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that, as of the Effective Date, Assignee is the sole and lawful owner of the entire rights, title and interests in and to the applications and registrations related to the StarchTech IP, and Assignee believes it is the sole and lawful owner of the entire rights, title and interests to the StarchTech IP, that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth and that the same are unencumbered.

3) Assignors hereby covenant and agree to formally transfer the Domain Names to Assignee within ____ days of the Effective Date, and for six (6) months after the Effective Date, Assignors agree to maintain all email address incorporating the www.starchtech.com extension and agree to maintain an automatic mechanism for forwarding any emails directed to the www.starchtech.com email addresses to Assignee.

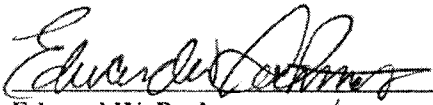
4) Assignors authorize and request the Commissioners of Trademarks and Copyrights of the United States, and any official of any foreign countries whose duty it is to register trademarks, domain names and copyrights, to record Assignee as the assignee and owner of StarchTech IP, as identified in this Assignment, and to issue any and all registrations therefor to Assignee.

5) Assignors hereby covenant and agree they will, whenever counsel of Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments, and do all acts necessary or desirable to be done to accomplish the objectives of this Assignment and the recording thereof at the U.S. Patent and Trademark Office, the Registrar of Domain Names, the U.S. Copyright Office, or any other respective agency.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be signed and executed by themselves and the undersigned officers thereunto duly authorized as of the date first above written.


ASSIGNORS

ASSIGNEES


Edward W. Boehmer
Date of Execution: 4/12, 2016

STOROPACK, INC.
By: _____
Printed Name: Daniel Wachter
Title: President
Date of Execution: _____, 2016

STARCHTECH, INC.

By: 
Printed Name: Edward W. Boehmer
Title: President
Date of Execution: 4/12, 2016

And by: _____
Printed Name: Thomas Eckel
Title: SVP
Date of Execution: _____, 2016

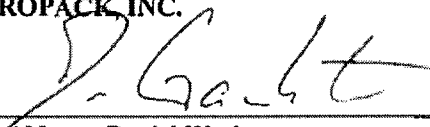
5) Assignors hereby covenant and agree they will, whenever counsel of Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments, and do all acts necessary or desirable to be done to accomplish the objectives of this Assignment and the recording thereof at the U.S. Patent and Trademark Office, the Registrar of Domain Names, the U.S. Copyright Office, or any other respective agency.

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ASSIGNORS

ASSIGNEES

Edward W. Boehmer
Date of Execution: _____, 2016

STOROPACK, INC.
By: 
Printed Name: Daniel Wachter
Title: President
Date of Execution: 4/13, 2016

STARCHTECH, INC.

By: _____
Printed Name: Edward W. Boehmer
Title: President
Date of Execution: _____, 2016

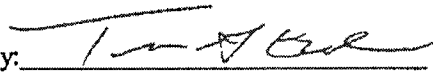


And by: 
Printed Name: Thomas Eckel
Title: SVP
Date of Execution: 4/10, 2016

EXHIBIT A

Trademarks

Image	Status	Goods and Services
	U.S. Reg. No. 3761981	INT. CL. 17 expanded plastic pellets for packaging
	U.S. Reg. No. 3761982	INT. CL. 17 expanded plastic pellets for packaging
STARCHTECH, INC.	U.S. Reg. No. 3735554	INT. CL. 17 expanded plastic pellets for packaging
CLEAN GREEN PACKING	U.S. Reg. No. 1793289	INT. CL. 17 biodegradable vegetable starch-based packing sheets, blocks, molded shapes and loose fill used for commercial mailing and shipping