

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394269

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Penny Plate, Inc.		07/28/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Penny Plate, LLC		
Street Address:	14000 Horizon Way		
Internal Address:	Suite 300		
City:	Mt. Laurel		
State/Country:	NEW JERSEY		
Postal Code:	08053		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3983182	PENNY PLATE	
Serial Number:	72251692	ALFOIL	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademarks@stradley.com		
Correspondent Name:	Elizabeth M. O'Donoghue		
Address Line 1:	30 Valley Stream Parkway		
Address Line 4:	Malvern, PENNSYLVANIA 19355		
NAME OF SUBMITTER:	Elizabeth M. O'Donoghue		
SIGNATURE:	/elizabeth m. o'donoghue/		
DATE SIGNED:	08/09/2016		
Total Attachments: 3			
source=Trademark Assignment - Penny Plate#page1.tif			
source=Trademark Assignment - Penny Plate#page2.tif			
source=Trademark Assignment - Penny Plate#page3.tif			

CH \$65.00 3983182

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 28th day of July, 2016 by Penny Plate, Inc., a New Jersey corporation ("Assignor") to Penny Plate, LLC, a Delaware limited liability company ("Assignee"), pursuant to the Asset Purchase Agreement between Assignor and Assignee dated November 19, 2013, as amended on May 22, 2014.

WHEREAS, Assignor is the sole owner of the Transferred Trademarks identified and set forth on Schedule A;

WHEREAS, Assignor has agreed to sell, assign, transfer, convey, grant, and deliver to Assignee all of Assignor's right, title, and interest in, to, and under the Transferred Trademarks; and

WHEREAS, Assignee has agreed to purchase from Assignor all of its right, title, and interest in, to, and under the Transferred Trademarks.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in this document), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Assignor hereby sells, assigns, transfers, conveys, grants, and delivers to Assignee all of Assignor's respective right, title, and interest in, to, and under the Transferred Trademarks, together with the goodwill associated therewith, including all registrations, applications, and common law rights therefor in the United States, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States, now or hereafter in effect, 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 Assignor if this assignment had not been made, together with all income, royalties, or payments due or payable as of the time of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Transferred Trademarks, 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.

Assignor authorizes and requests the Director of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Transferred Trademarks to Assignee as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Transferred Trademarks.

Assignor covenants and agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to perfect the assignment, conveyance, and transfer of the Transferred Trademarks hereunder.

This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR

Dated: July 28, 2016

Penny Plate, Inc.

By: 

Name: J. Charles Buff

Title: Chairman of the Board

ASSIGNEE

Dated: July 28, 2016

Penny Plate, LLC

By: 

Name: J. Charles Buff

Title: Manager

SCHEDULE A

TRANSFERRED TRADEMARKS

U.S. Trademark Registrations:

Mark:	Goods:	Serial No./ Filing Date:	Reg. No./ Reg. Date:
PENNY PLATE	<p>Disposable aluminum containers for commercial food storage, namely, food trays, dinner trays, and TV dinner trays sold empty for use by commercial entities to fill with food; disposable aluminum containers for commercial food storage, namely, take-out pans and take-out lids sold empty for use by commercial entities to fill with food, in IC 6;</p> <p>Disposable aluminum gas burner bibs for cooking ranges; disposable aluminum oven liners for catching spills, in IC 11;</p> <p>Disposable aluminum containers for domestic food storage and cooking, namely, cake trays and pans, shallow pans, casserole pans, pie plates, dessert pans, broiler pans, potato pans, loaf pans, muffin pans and tins, tart pans, pot pie pans, food serving trays, dinner trays for serving, TV dinner trays for serving, cookie pans, pizza pans, danish pans, roll pans and trays, steamable pans and lids, roaster pans, lazy susan catering trays, and serving trays for food; disposable aluminum containers that are for commercial food cooking, namely, cake trays and pans, shallow pans, casserole pans, pie plates, dessert pans, broiler pans, potato pans, loaf pans, muffin pans and tins, tart pans, pot pie pans, cookie pans, pizza pans, danish pans, roll pans and trays, steamable pans and lids, and roaster pans; disposable aluminum lazy susan catering trays and serving trays for food, in IC 21; and</p> <p>Disposable aluminum containers for ash disposal, namely, ashtrays, in IC 34</p>	77/852,944 October 20, 2009	3,983,182 June 28, 2011
ALFOIL	Metal foil containers for bakery products, and for roses and other plants, in IC 6.	72/251,692 August 4, 1966	836,502 October 10, 1967