

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398992

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CardPark Incorporated		07/18/2016	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Rohrer CP LLC		
Street Address:	717 Seville Road		
City:	Wadsworth		
State/Country:	OHIO		
Postal Code:	44282		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5011584	AQUASEAL	
Registration Number:	4983238	PAKSEAL	
Registration Number:	5016403	AQUASEAL PRO	
Registration Number:	4738031	CARDDPAK	
Registration Number:	4482175	PRESS SEAL	
Registration Number:	4489280	PRESSPAK	
Registration Number:	4380596	SPEED TO MARKET PACKAGING SOLUTIONS	
Registration Number:	4380597	QUICK TO MARKET PACKAGING SOLUTIONS	
Registration Number:	3630152	CARDDPAK	
Registration Number:	3634206	CARDDPAK	
Registration Number:	4183544	SHELFPAK	
Registration Number:	3432085	CLUBPAK	
Registration Number:	3432086	SUSTAINPAK	
Registration Number:	5025600	PRESSSEAL	
CORRESPONDENCE DATA			
Fax Number:	3302538601		
<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:	(330) 535-5711		

CH \$365.00 5011584

Email: iplaw@brouse.com
Correspondent Name: Jennifer L. Hanzlicek
Address Line 1: 388 South Main Street
Address Line 2: Suite 500
Address Line 4: Akron, OHIO 44311-4407

NAME OF SUBMITTER:	Jennifer L. Hanzlicek
SIGNATURE:	/Jennifer L. Hanzlicek/
DATE SIGNED:	09/19/2016

Total Attachments: 9
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment"), dated as of July 18, 2016, is by and between CardPak Incorporated, an Ohio corporation ("Assignor"), in favor of Rohrer CP LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of certain intellectual property listed on the attached Schedules A, B and C (the "Assigned IP");

WHEREAS, under the terms of that certain Asset Purchase Agreement dated as of July 18, 2016 between Assignor, each of the shareholders of Assignor, Assignee and solely for purposes of Article III, Section 4.1 and Section 7.3 of the Asset Purchase Agreement, Rohrer Corporation, an Ohio corporation, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property listed on the attached Schedules A, B and C (the "Assigned IP"), and has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdiction;

WHEREAS, Assignor wishes to assign all right, title and interest in and to the Assigned IP, including any and all goodwill of the business associated with the use of, and symbolized by the trademarks, and Assignee desires to accept all right, title and interest in and to the Assigned IP, including any and all goodwill of the business associated with the use of, and symbolized by the trademarks; and

WHEREAS, the parties wish to record such assignment in the respective Patent and Trademark Offices and Copyright Offices.

NOW, THEREFORE, for good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Effective as of the date hereof, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademarks and trademark applications set forth in Schedule A hereto, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the trademarks; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Trademarks").

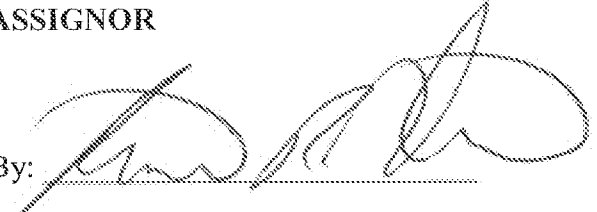
2. Assignment of Patents. Effective as of the date hereof, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the patents and patent applications set forth in Schedule B hereto; (ii) all inventions and improvements described and claimed therein, and patents which may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to the underlying said patent rights; (iii) all licenses for the use of the patents; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Patents").
3. Assignment of Copyrights. Effective as of the date hereof, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) copyrights and copyright registrations set forth in Schedule C hereto, (ii) including all extensions or renewals thereof, in each case whether published or unpublished, (iii) all licenses for the use of the copyrights; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Copyrights").
4. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
5. Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
6. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon

Assignee's reasonable request, Assignor shall take such reasonable steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

7. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark, patent and copyright issues, and (ii) in all other respects, including as to validity (except for patent, trademark and copyright issues), interpretation and effect, by the laws of the State of Ohio applicable to contracts made in that state, without regard to any conflict of law principles of the State of Ohio.
8. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

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

ASSIGNOR

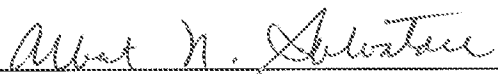
By: 

Its: Chairman

Date: 07/18/2016

STATE OF Ohio)
) ss.
COUNTY OF Cuyahoga)

Before me, the undersigned authority, on this 18th day of JULY, 2016, personally appeared RICHARD R. THOMAS known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignor.


Notary Public
ALBERT N. SALVATORE, Atty.
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Section 147.03 O.R.C.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

ACCEPTED BY:

ASSIGNEE

By: Thomas D'Ovidio

Thomas D'Ovidio
Its: Vice President and Secretary

Date: 7/14/16

STATE OF New York)
) ss.
COUNTY OF New York)

Before me, the undersigned authority, on this 14th day of July, 2016, personally appeared Thomas D'Ovidio known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignee.

David Greenblatt
Notary Public

David Greenblatt
(Signature of Notary)

DAVID GEORGE GREENBLATT
Notary Public, State of New York
No. 01GR6301693
Qualified in Bronx County
Commission Expires April 21, 2018
(Legibly Print or Stamp Name of Notary)

DAVID GEORGE GREENBLATT
Notary Public, State of New York
No. 01GR6301693
Qualified in Bronx County
Commission Expires April 21, 2018

Schedule A-Trademarks

MARK	COUNTRY	APP. NO./ APP. DATE	REG. NO./ REG. DATE	STATUS
PRESSEAL	UNITED STATES	86809069 04-NOV-2015		PENDING
AQUASEAL	UNITED STATES	86809041 04-NOV-2015		PENDING
PAKSEAL	UNITED STATES	86809017 04-NOV-2015		PENDING
AQUASEAL PRO	UNITED STATES	86809056 04-NOV-2015		PENDING
AQUASEAL PRO	UNITED STATES	86582549 31-MAR-2015		ABANDONED
AQUASEAL	UNITED STATES	86582650 31-MAR-2015		ABANDONED
PAKSEAL	UNITED STATES	86582733 31-MAR-2015		ABANDONED
PRESSEAL	UNITED STATES	86582150 31-MAR-2015		ABANDONED
CARDPAK 	UNITED STATES	86352080 30-JUL-2014	4738031 19-MAY-2015	REGISTERED
PRESS SEAL	UNITED STATES	85748337 08-OCT-2012	4482175 11-FEB-2014	REGISTERED
PRESSPAK	UNITED STATES	85748330 08-OCT-2012	4489280 25-FEB-2014	REGISTERED
SPEED TO MARKET PACKAGING SOLUTIONS	UNITED STATES	85324951 19-MAY-2011	4380596 06-AUG-2013	REGISTERED
QUICK TO MARKET PACKAGING SOLUTIONS	UNITED STATES	85324956 19-MAY-2011	4380597 06-AUG-2013	REGISTERED
CARDPAK	UNITED STATES	77533547 29-JUL-2008	3630152 02-JUN-2009	REGISTERED
CARDPAK 	UNITED STATES	77533699 29-JUL-2008	3634206 09-JUN-2009	REGISTERED
SHELFPAK	UNITED STATES	77512179 01-JUL-2008	4183544 31-JUL-2012	REGISTERED
PAKITECTURE	UNITED STATES	77512171		ABANDONED

		01-JUL-2008		
AQUAPAK	UNITED STATES	77512163 01-JUL-2008		ABANDONED
CLUBPAK	UNITED STATES	77067000 19-DEC-2006	3432085 20-MAY-2008	REGISTERED
SUSTAINPAK	UNITED STATES	77067006 19-DEC-2006	3432086 20-MAY-2008	REGISTERED
CARDPAK <i>cardpak</i>	UNITED STATES	74025966 05-FEB-1990	1688999 26-MAY-1992	CANCELLED
LAB'L CARD	UNITED STATES	72449735 26-FEB-1973	0999340 26-NOV-1974	EXPIRED

Schedule B-Patents¹

TITLE	COUNTRY	APP. NO. / FILING DATE	ISSUE DATE/ PATENT NO.	STATUS
ENVIRONMENTALLY SEPARABLE PACKAGING DEVICE WITH ATTACHING BASE	UNITED STATES	12/045,378 10-MAR-2008	8146745 03-APR-2012	Granted
SELF STANDING AND ENVIRONMENTALLY SEPARABLE PACKAGE	UNITED STATES	12/431,225 28-APR-2009	7931147 26-APR-2011	Granted
I-BEAM STAND ALONE PACKAGE	UNITED STATES	14/173,162 05-FEB-2014	9334095 10-MAY-2016	Granted

¹ U.S. Patent No. 8,146,745 (“the ‘745 patent”) is included herein as a confirmatory grant, and Assignor does not represent or warrant that it has an interest in the ‘745 patent. Assignor states that its interest in the ‘745 patent was assigned to MoPak, Ltd., and MoPak, Ltd. has executed or will execute a separate assignment of its interest in the ‘745 patent in favor of Assignee.

Schedule C-Copyrights

TITLE	COUNTRY	REG. NO.	REG. DATE
Visual Carded and Folding Carton Packaging: Trouble Shooting Guide	UNITED STATES	VA 175395	31-DEC-1984