

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM406285

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ball Aerosol and Specialty Container, Inc.		10/03/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Independent Can Company		
<b>Street Address:</b>	1300 Brass Mill Road		
<b>City:</b>	Belcamp		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21017		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	72162245	ELLISCO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4108287859		
<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>			
<b>Phone:</b>	(410) 823-1800		
<b>Email:</b>	ascharff@rmmr.com		
<b>Correspondent Name:</b>	Royston, Mueller, McLean & Reid, LLP		
<b>Address Line 1:</b>	102 W. Pennsylvania Ave., Suite 600		
<b>Address Line 4:</b>	Towson, MARYLAND 21204		
<b>NAME OF SUBMITTER:</b>	Robert S. Handzo		
<b>SIGNATURE:</b>	/Robert S. Handzo/		
<b>DATE SIGNED:</b>	11/22/2016		
<b>Total Attachments: 12</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of October 3, 2016, is by and between Ball Aerosol and Specialty Container, Inc., an Delaware corporation ("Assignor"), and Independent Can Company, a Maryland limited liability company ("Assignee").

### RECITALS

WHEREAS, Assignor, Assignee and Quaker at Todds Lane, LLC, a Maryland limited liability company, have entered into an Asset Purchase Agreement, dated as of September 16, 2016 (the "Purchase Agreement"), pursuant to which, on the terms and subject to the conditions set forth in the Purchase Agreement and herein, the parties thereto have agreed that the Assigned Trademark will be owned by the Assignee and assigned to the Assignee hereunder; and

WHEREAS, this Assignment is being executed to effect and record the assignment and sale from Assignor to Assignee of the Assigned Trademark.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth herein, including the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, and such other good and valuable consideration as agreed between Assignor and Assignee under separate agreements, Assignor and Assignee hereby agree as follows:

1. Assignment of Assigned Trademark.

- (i) Assignor hereby sells, assigns transfers, conveys and delivers to Assignee, and Assignee hereby purchases, acquires and accepts, all of Assignor's right, title and interest in and to the trademark registration set forth on Schedule 1 hereto (the "Assigned Trademark"), together with any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect thereto and all rights and remedies against past, present, and future infringement or other violation thereof, and all goodwill symbolized by the foregoing.
- (ii) Assignor acknowledges and agrees that Assignee shall have the right to record this Assignment with the United States Patent and Trademark Office or other applicable foreign governmental authority or registrar.
- (iii) This Assignment shall not confer any rights or remedies upon any person or entity other than the parties hereto and their respective successors and permitted assigns. This Assignment may not be amended except by an agreement in writing signed by each of the parties hereto.

2. Further Assurances.

Subject to the Purchase Agreement, in the event that at any time after the date hereof any further action is reasonably necessary to carry out the purposes of this Assignment, each of the parties hereto shall take such further action (including the execution and delivery of such further

instruments and documents) as the other party may reasonably request, at the sole cost and expense of the requesting party.

3. Subject to Purchase Agreement.

The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Miscellaneous.

This Agreement is executed by the Assignor and Assignee and shall be binding upon such parties effective immediately upon the Closing Date. This Agreement shall be subject to all applicable provisions of Article XII (Miscellaneous) of the Purchase Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be duly executed on its behalf as of the day and year first above written.

Assignor:

Ball Aerosol and Specialty Container Inc., a Delaware corporation

By: James N. Peterson  
Name: James N. Peterson  
Title: President

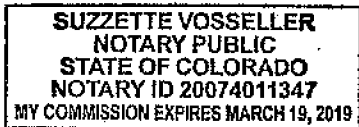
STATE/PROVINCE OF Colorado )  
COUNTY OF Broomfield ) ss.

On this 3 October, 2016, before me, Suzette Vosseller, Notary  
Date Month Name and Title of the Notary

personally appeared James N. Peterson  
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of Colorado that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Suzette Vosseller  
Signature of Notary Public

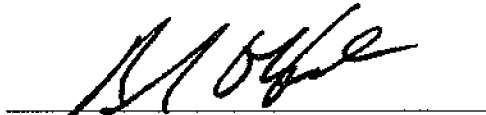
[Assignment of Trademark]

Acknowledged and agreed by:

Assignee:

Independent Can Company, a Maryland  
corporation

By:



Name: Richard D. Huether

Title: President and Chief  
Executive Officer

[Assignment of Trademark]

**TRADEMARK**  
**REEL: 005926 FRAME: 0954**

**Schedule 1 to Trademark Assignment**

**Assigned Trademark**

Owner	Country	Trademark	Registration No.	Serial No	Registration Date
Ball Aerosol and Specialty Container Inc.	U.S.A	ELLISCO	0790541	72162245	June 8, 1965

- 1. TSDR is experiencing intermittent issues displaying certain documents. The issue is being addressed.
- 2. The Trademark organization is beta testing a next generation examination system. As a result, there may be instances where Office actions have unexpected formatting or spacing issues. The Office is working on improvements to resolve these issues and appreciates your patience. Please contact us at [IMFeedback](#)

**STATUS DOCUMENTS**

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Mark: ELLISCO

No Image exists for this case.

US Serial Number: 72162245

Application Filing Date: Feb. 07, 1963

US Registration Number: 790541

Registration Date: Jun. 08, 1965

Register: Principal

Mark Type: Trademark



TM5 Common Status

LIVE/REGISTRATION/Issued and Active

Descriptor:

The trademark application has been registered with the Office.

Status: The registration has been renewed.

Status Date: May 16, 2015

**Mark Information**

Mark Literal Elements: ELLISCO

Standard Character Claim: No

Mark Drawing Type: 1 - TYPESET WORD(S) /LETTER(S) /NUMBER(S)



**Related Properties Information**Claimed Ownership of US 0158655

Registrations:

**Goods and Services****Note:**

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ( ( ) ) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks \* . \* identify additional (new) wording in the goods/services.

**For:** CANS AND CONTAINERS (OF METAL, PLASTIC OR COMBINATIONS THEREOF), [MEASURING CANS (OF METAL) OF FIXED VOLUME WITHOUT GRADUATIONS OF MEASURE]

**International Class(es):** 006, 013, 014, 015, 016, 018, 020, 021, 022, 034

**U.S Class(es):** 002 - Primary Class

**Class Status:** ACTIVE

**Basis:** 1(a)

**First Use:** 1923

**Use in Commerce:** 1924

**For:** [FUNNELS (OF METAL), TUBULAR TANK FILLING STEMS (OF METAL) WITH CURVED ELBOW AT OUTLET END]

**International Class(es):** 006, 007, 011, 017, 020, 021

**U.S Class(es):** 013 - Primary Class

**Class Status:** SECTION 8 - CANCELLED

**Basis:** 1(a)

**First Use:** 1923

**Use in Commerce:** 1924

**For:** METAL STAMPINGS (FOR VARIOUS INDUSTRIAL USES)

**International Class(es):** 006

**U.S Class(es):** 014 - Primary Class

**Class Status:** ACTIVE

**Basis:** 1(a)

**First Use:** Jul. 1927

**Use in Commerce:** Jul. 1927

For: [MEASURING DEVICES (OF METAL, GLASS OR PLASTIC) WITH GRADUATIONS OF MEASURE]  
 International Class(es): 001, 009, 010  
 U.S Class(es): 026 - Primary Class

Class Status: SECTION 8 - CANCELLED

Basis: 1(a)

First Use: Aug. 1935  
 Use in Commerce: Aug. 1935

For: [INSECT TRAPS (OF METAL, PLASTIC OR COMBINATIONS THEREOF), CHEMICAL OR LUMINESCENT ATTRACTIVE AGENTS  
 (BAIT) FOR INSECT TRAPS, CLOSURES (OF METAL, PLASTIC OR COMBINATIONS THEREOF) FOR CANS AND CONTAINERS]

International Class(es): 003, 006, 014, 016, 017, 019, 020, 021, 022, 024,  
 026, 027, 028  
 U.S Class(es): 050 - Primary Class

Class Status: SECTION 8 - CANCELLED

Basis: 1(a)

First Use: Feb. 24, 1920  
 Use in Commerce: Feb. 1920

**Basis Information (Case Level)**

Filed Use: Yes	Currently Use: Yes	Amended Use: No
Filed ITU: No	Currently ITU: No	Amended ITU: No
Filed 44D: No	Currently 44D: No	Amended 44D: No
Filed 44E: No	Currently 44E: No	Amended 44E: No
Filed 66A: No	Currently 66A: No	
Filed No Basis: No	Currently No Basis: No	

**Current Owner(s) Information**

Owner Name: BALL AEROSOL AND SPECIALTY CONTAINER INC.  
 Owner Address: 9300 W. 108th Circle  
 Westminster, COLORADO UNITED STATES 80021

Legal Entity Type: CORPORATION

State or Country Where Organized: DELAWARE

**Attorney/Correspondence Information**

**Attorney of Record**

Attorney Name: Sarah J. Schneider Docket Number: 1604-637

Attorney Primary Email Address: [sschneider@sheridanross.com](mailto:sschneider@sheridanross.com) Attorney Email Authorized: Yes

**Correspondent**

Correspondent Name/Address: Sarah J. Schneider  
1560 Broadway, Suite 1200  
Denver, COLORADO UNITED STATES 80302

Phone: 303-863-9700 Fax: 303-863-0223

Correspondent e-mail: [sschneider@sheridanross.com](mailto:sschneider@sheridanross.com) Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

**Prosecution History**

Date	Description	Proceeding Number
May 16, 2015	NOTICE OF ACCEPTANCE OF SEC. 8 & 9 - E-MAILED	
May 16, 2015	REGISTERED AND RENEWED (THIRD RENEWAL - 10 YRS)	75184
May 16, 2015	REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED	75184
May 16, 2015	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	75184
Apr. 30, 2015	TEAS SECTION 8 & 9 RECEIVED	
Apr. 21, 2010	WITHDRAWAL OF ATTORNEY GRANTED	
Apr. 21, 2010	TEAS WITHDRAWAL OF ATTORNEY RECEIVED	

Feb. 06, 2009	CASE FILE IN TICRS	
Jan. 24, 2007	AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP	
Sep. 28, 2006	REGISTERED AND RENEWED (SECOND RENEWAL - 10 YRS)	60234
Sep. 28, 2006	REGISTERED - SEC. 9 GRANTED/CHECK RECORD FOR SEC. 8	60234
Sep. 28, 2006	REGISTERED - PARTIAL SEC. 8 (10-YR) ACCEPTED	60234
Jul. 24, 2006	PAPER RECEIVED	
Jan. 23, 2006	POST REGISTRATION ACTION MAILED - SEC. 8 & 9	
Jan. 23, 2006	ASSIGNED TO PARALEGAL	60234
Jan. 03, 2006	ASSIGNED TO PARALEGAL	60132
Sep. 20, 2005	REGISTERED - COMBINED SECTION 8 (10-YR) & SEC. 9 FILED	
Sep. 20, 2005	TEAS SECTION 8 & 9 RECEIVED	
Jan. 15, 2004	TEAS CHANGE OF CORRESPONDENCE RECEIVED	
Aug. 01, 2003	PAPER RECEIVED	
Jun. 08, 1985	REGISTERED AND RENEWED (FIRST RENEWAL - 20 YRS)	
Mar. 15, 1985	REGISTERED - SEC. 9 FILED/CHECK RECORD FOR SEC. 8	

### Maintenance Filings or Post Registration Information

Affidavit of Continued Use: Section 8 - Accepted

Affidavit of Incontestability: Section 15 - Accepted

Renewal Date: Jun. 08, 2015

Change in Registration: Yes

### TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: GENERIC WEB UPDATE

Date in Location: May 16, 2015

**Assignment Abstract Of Title Information - Click to Load**

**Proceedings - Click to Load**