

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM407558

<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>
Signode Industrial Group LLC		12/01/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ideal Clamp Products, Inc.		
<b>Street Address:</b>	8100 Tridon Drive		
<b>City:</b>	Smyrna		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37167		
<b>Entity Type:</b>	Corporation: TENNESSEE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1623256	STRAPBINDER	
<b>Registration Number:</b>	4041179	STRAPBINDER	
<b>Registration Number:</b>	1631281	STEELBINDER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>	3128628738		
<b>Email:</b>	michelle.nowicki@kirkland.com		
<b>Correspondent Name:</b>	Michelle Nowicki		
<b>Address Line 1:</b>	300 N. LaSalle Street		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	13299-8 MN		
<b>NAME OF SUBMITTER:</b>	Michelle Nowicki		
<b>SIGNATURE:</b>	/Michelle Nowicki/		
<b>DATE SIGNED:</b>	12/03/2016		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** ("Assignment") is made effective as of December 1, 2016 ("Effective Date") by and between Signode Industrial Group LLC, a Delaware limited liability company, with an address of 3650 West Lake Avenue, Glenview, Illinois 60026 ("Assignor"), in favor of Ideal Clamp Products, Inc., a Tennessee corporation, with an address of 8100 Tridon Drive, Smyrna, Tennessee 37167 ("Assignee").

**WHEREAS**, Assignor is the owner of the trademark applications, trademark registrations, and unregistered trademarks set forth on Schedule A and all common law and other rights, worldwide, in and to the foregoing (such rights, collectively, the "Trademarks").

**WHEREAS**, pursuant to that certain Asset Purchase Agreement dated as of the date hereof by and among Assignor and Assignee (the "Purchase Agreement"), Assignor has agreed to assign to Assignee all of its rights, title and interest in and to the Trademarks; and

**WHEREAS**, subject to the terms and conditions of this Assignment, Assignor desires to assign to Assignee, and Assignee desires to receive, all right, title, and interest in and to the Trademarks.

**NOW, THEREFORE**, for good and valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns to Assignee all of its right, title and interest in and to the Trademarks, including without limitation the goodwill of the business connected with the use thereof and which is symbolized thereby, together with together with (a) all registrations, applications, renewals and extensions thereof, (b) 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, present and future infringement, violation, or dilution thereof, (c) all rights to sue for past, present, and future infringement, violation, or dilution of the foregoing, including the right to settle suits involving claims and demands for royalties owing, (d) all rights corresponding to any of the foregoing throughout the world, and (e) the right to assign the rights conveyed herein, in the case of all of the foregoing, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this Assignment not been made.
2. Assignor hereby requests the Commissioner for Trademarks of the United States Patent and Trademark Office, and the equivalent entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.
3. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.


4. Assignor shall take all further actions, and provide Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), as reasonably requested by Assignee to more fully and effectively evidence or effectuate the purposes of this Assignment, including, without limitation, executing any forms of assignment substantially similar hereto as necessary for filing in any jurisdiction outside of the United States.
5. This Assignment may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one (1) and the same agreement. Any counterpart may be executed by facsimile or electronic portable document format (.pdf) signature and such facsimile or .pdf signature shall be deemed an original. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
6. Nothing herein shall limit or modify in any way the transactions contemplated by, or the other matters addressed in, the Purchase Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each of Assignor and Assignee, through its respective duly authorized representative identified below has duly executed this Assignment as of the Effective Date.

SIGNODE INDUSTRIAL GROUP LLC

(Assignor)

By: 

Name: Ronald Kropp

Title: Chief Financial Officer

IDEAL CLAMP PRODUCTS, INC.

(Assignee)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of Assignor and Assignee, through its respective duly authorized representative identified below has duly executed this Assignment as of the Effective Date.

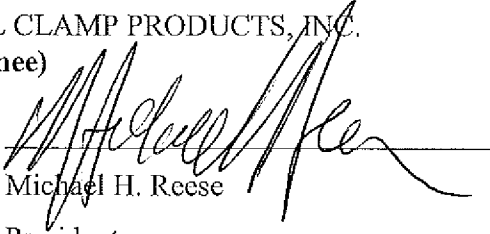
SIGNODE INDUSTRIAL GROUP LLC  
(Assignor)

By: \_\_\_\_\_

Name:

Title:

IDEAL CLAMP PRODUCTS, INC.  
(Assignee)

By:  \_\_\_\_\_

Name: Michael H. Reese

Title: President

**Schedule A**  
**Trademarks**

**Registered Trademarks**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Appl. No.</b>	<b>Reg. No.</b>	<b>Owner</b>
United States	STRAPBINDER	73/816455	1623256	Signode Industrial Group LLC
United States	STRAPBINDER	85/251824	4041179	Signode Industrial Group LLC
United States	STEELBINDER	73/762789	1631281	Signode Industrial Group LLC

**Unregistered Trademarks**

BIG BINDER
HOSEBINDER
SMOOTH SEAL
SCREWBINDER