

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430148

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bruna Seals, LLC		05/19/2017	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Tekni-Plex, Inc.		
Street Address:	460 E. Swedesford Rd., Suite 3000		
City:	Wayne		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4181646	BRUNASEALS	
Registration Number:	4324823	PROTECSEALS	
Registration Number:	4587300	LUXE	
Registration Number:	4393399	SNIFF SEAL	
Registration Number:	4395836	SNIFF	
Registration Number:	4393400	SMELL SEAL	
Registration Number:	4396168	SMELL	
CORRESPONDENCE DATA			
Fax Number:	6173454745		
<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:	617-345-4767		
Email:	trademarks@daypitney.com		
Correspondent Name:	Carrie Webb Olson / Day Pitney LLP		
Address Line 1:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	478305.106082		
NAME OF SUBMITTER:	Ryan S. Osterweil		
SIGNATURE:	/Ryan S. Osterweil/		

CH \$190.00 4181646

DATE SIGNED:	06/06/2017
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Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “*Agreement*”), dated as of May 19, 2017 (the “*Closing Date*”), is entered into by and among Tekni-Plex, Inc., a Delaware corporation (“*Buyer*”) and Bruna Seals, LLC, a Florida limited liability company (the “*Seller Company*”). Capitalized terms used and not defined herein will have the same meaning as ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS:

A. Buyer and Seller Company are parties to that certain Asset Purchase Agreement, dated as of the Closing Date, by and among, Buyer, Seller Company and Juan Bruna, individually and in his capacity as a member of the Seller Company and as the Seller Representative (as amended, modified or supplemented from time to time, the “*Purchase Agreement*”), pursuant to which, among other things, Buyer agreed to purchase, or cause to be purchased, from Seller Company, and Seller Company agreed to sell, transfer, assign, convey and deliver to Buyer all of the Seller Company’s right, title and interest in, to and under the Purchased Assets, free and clear of all Liens other than Permitted Liens;

B. This Agreement is being executed to evidence and effect the sale, transfer, assignment, conveyance and delivery of the Purchased Intellectual Property to Buyer in accordance with the terms of the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. Effective as of the Closing Date, Seller Company agrees to assign, transfer, convey, deliver and set over to Buyer, and hereby irrevocably assigns, transfers, conveys, delivers and sets over to Buyer, and its successors, assigns and other legal representatives, all of Seller Company’s right, title and interest in and to the Purchased Intellectual Property, including without limitation the Intellectual Property set forth on Schedule A, together with the goodwill of the business associated therewith, any foreign counterparts or equivalents thereto, existing now or in the future, renewals and extensions of any of the foregoing and any Intellectual Property that may be registered upon or issue from any of the foregoing, for Buyer’s own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller Company if this assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Closing Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future misappropriation, infringement or other unauthorized use of the Purchased Intellectual Property, with the right to sue for and collect the same for Buyer’s own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Authorization. Seller Company hereby authorizes and requests the United States Copyright Office, the United States Patent and Trademark Office and any other similar governmental authority in countries foreign to the United States to record Buyer as the assignee and owner of the Purchased Intellectual Property, including without limitation the Intellectual Property set forth on Schedule A, and to register or issue any and all Intellectual Property thereon to Buyer, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Buyer and its successors, assigns or other legal representatives.

3. Further Assurances. Seller Company will provide to Buyer, its successors, assigns or other legal representatives reasonable cooperation and assistance at Buyer's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (a) preparation and prosecution of any application, continuations, divisions, continuations-in-part, extensions, registrations, renewals, filings or equivalent to any of the foregoing for any of the Purchased Intellectual Property; (b) the prosecution or defense of any interference, opposition, re-examination, reissue, infringement, misappropriation or other proceedings that may arise in connection with any of the Purchased Intellectual Property, including, but not limited to, testifying as to any facts relating to the rights assigned in this Agreement; (c) obtaining any additional protection for any of the Purchased Intellectual Property that Buyer reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (d) implementation, perfection and/or recording of this Agreement in the United States and any and all applicable foreign jurisdictions.

4. Governing Law. This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of laws rules or provisions (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.


5. Counterparts. This Agreement may be signed in counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The electronic transmission of any signed original counterpart of this Agreement will be deemed to be the delivery of an original counterpart of this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, each of the parties has executed and delivered this Agreement as of the Effective Date.

BUYER:

TEKNI-PLEX, INC.


By: 

Name: David Waksman

Title: SVP, Chief Legal Officer

SELLER COMPANY:

BRUNA SEALS, LLC

By: 
Name: Bruno e. Silva
Title: President

[Signature Page to Intellectual Property Assignment Agreement with Bruna Seals LLC]

SCHEDULE A

<u>MARKS</u>			
MARK	FILED	REGISTRATION NO.	OWNER
BRUNASEALS	10/21/10	4181646	Bruna Seals, LLC
PROTECSEALS	10/21/10	4324823	Bruna Seals, LLC
LUXE	7/27/13	4587300	Bruna Seals, LLC
Sniff Seal	4/27/12	4393399	Bruna Seals, LLC
Sniff	1/25/13	4395836	Bruna Seals, LLC
Smell Seal	4/27/12	4393400	Bruna Seals, LLC
Smell	2/5/13	4396168	Bruna Seals, LLC

<u>DOMAINS</u>			
DOMAIN NAME	CURRENT OWNER (Administrative Contact)	EXPIRATION DATE	REGISTRAR
Brunaseals.net	Bruna Seals LLC (Jorge Bruna)	11/14/18	GoDaddy.com, LLC
Protecseal.com	Bruna Seals LLC (Jorge Bruna)	6/4/20	GoDaddy.com, LLC