

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430145

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bruna Corporation		05/19/2017	Corporation: 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: 1			
Property Type	Number	Word Mark	
Registration Number:	3257781	BRUNA	
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/		
DATE SIGNED:	06/06/2017		
Total Attachments: 6			
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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 (“*Assignee*”) and The Bruna Corporation, a Florida Corporation (the “*Assignor*”). 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. Assignee and Bruna Seals, LLC, a Florida limited liability corporation and affiliate of Assignor (“*Bruna Seals*”) are parties to that certain Asset Purchase Agreement, dated as of the Closing Date, by and among, Assignee, Bruna Seals, Juan Bruna, individually and in his capacity as a member of Bruna Seals and as the Seller Representative (as amended, modified or supplemented from time to time, the “*Purchase Agreement*”), pursuant to which, amount other things, Assignee agreed to purchase, or cause to be purchased, from Bruna Seals, and Bruna Seals agreed to sell, transfer, assign, convey and deliver to Assignee all of Bruna Seals’ right, title and interest in, to and under the Purchased Assets, free and clear of all Liens other than Permitted Liens;

B. Assignee and Assignor are parties to that certain Amendment, Settlement, and Transfer and Assumption Agreement to Master Equipment Lease Agreement #10-155 Schedule #04, dated as of May 19, 2017, by and among, Assignee, Assignor, Bruna Group, International Financial Services Corporation, Jorge Bruna, Juan Bruna and Magda Bruna (the “*Transfer and Assumption of Equipment Lease*”), pursuant to which Assignor agreed to assign to Assignee all of Assignor’s rights and Assignee agreed to assume all of the obligations of Assignor under the Equipment Lease.

C. This Agreement is being executed to evidence and effect the sale, transfer, assignment, conveyance and delivery of any Purchased Intellectual Property (i) that is used, held for use or intended to be used in the operation or conduct of the Business and (ii) in which Assignor has any right, title or interest (the “*Affiliate Purchased Intellectual Property*”) to Assignee 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 Transfer and Assumption of Equipment Lease and 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. Recitals. The recitals set forth above are hereby incorporated herein as part of this Agreement.
2. Assignment. Effective as of the Closing Date, Assignor agrees to assign, transfer, convey, deliver and set over to Assignee, and hereby irrevocably assigns, transfers, conveys, delivers and sets over to Assignee, and its successors, assigns and other legal representatives, all of Assignor’s right, title and interest in and to the Affiliate 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 Assignee’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 Assignor 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 Affiliate Purchased Intellectual Property, 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.

3. Authorization. Assignor 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 Assignee as the assignee and owner of the Affiliate 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 Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

4. Further Assurances. Assignor will provide to Assignee, its successors, assigns or other legal representatives reasonable cooperation and assistance at Assignee'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 Affiliate 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 Affiliate 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 Affiliate Purchased Intellectual Property that Assignee 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.

5. 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.

6. 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.

ASSIGNEE:

TEKNI-PLEX, INC.

By: 

Name: David Waksman

Title: SVP, Chief Legal Officer

[Signature Page to Intellectual Property Assignment Agreement with Bruna Corp.]

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TRADEMARK
REEL: 006077 FRAME: 0743

SCHEDULE A

<u>MARKS</u>				
COUNTRY	MARK	FILED	REGISTRATION NO.	OWNER
USA	Bruna	7/14/05	3257781	The Bruna Corporation

<u>DOMAINS</u>			
DOMAIN NAME	CURRENT OWNER (Administrative Contact)	EXPIRATION DATE	REGISTRAR
packideas.com	Bruna Corporation (Jorge Bruna)	11/3/17	GoDaddy.com, LLC
Brunafamily.net	Bruna Corporation (Jorge Bruna)	2/4/18	GoDaddy.com, LLC
Protecseals.info	Bruna Corporation (Jorge Bruna)		GoDaddy.com, LLC
Mrseals.biz	Bruna Corporation (Jorge Bruna)		GoDaddy.com, LLC
Protecseals.us	Bruna Corporation (Jorge Bruna)	10/13/18	GoDaddy.com, LLC
Protecseals.net	Bruna Corporation (Jorge Bruna)	10/14/18	GoDaddy.com, LLC
Brunadom.com	Bruna Corporation (Jorge Bruna)	10/25/18	GoDaddy.com, LLC
Brunahon.com	Bruna Corporation (Jorge Bruna)	10/25/18	GoDaddy.com, LLC
Brunamex.com	Bruna Corporation (Jorge Bruna)	10/25/18	GoDaddy.com, LLC
Smellseal.com	Bruna Corporation (Jorge Bruna)	4/29/19	GoDaddy.com, LLC
Brunacorp.net	Bruna Corporation (Jorge Bruna)	11/3/19	GoDaddy.com, LLC
Brunacorp.com	Bruna Corporation (Jorge Bruna)	1/18/2020	GoDaddy.com, LLC
Brunaseals.com	Bruna Corporation (Jorge Bruna)	1/31/20	GoDaddy.com, LLC

DOMAIN NAME	CURRENT OWNER (Administrative Contact)	EXPIRATION DATE	REGISTRAR
Brunagroup.com	Bruna Corporation (Jorge Bruna)	6/2/20	GoDaddy.com, LLC
Securseals.com	Bruna Corporation (Jorge Bruna)	9/13/20	GoDaddy.com, LLC
Mrseals.com	Bruna Corporation (Jorge Bruna)	2/15/21	GoDaddy.com, LLC