

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439505

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Clear Lam Packaging, Inc. | | 07/23/2017 | Corporation: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | PRIMAPAK, LLC | | |
| Street Address: | 1707 N. Randall Road | | |
| Internal Address: | Suite 151 | | |
| City: | Elgin | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60123 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4338723 | PRIMAPAK | |
| Registration Number: | 4716909 | PRIMAPAK | |
| Registration Number: | 4675871 | PRIMAPAK | |
| Registration Number: | 4720622 | PRIMAPAK | |
| Registration Number: | 4732010 | PRIMAPAK | |
| Registration Number: | 4675899 | PRIMAPAK | |
| Registration Number: | 4424599 | PRIMAPAK | |
| Registration Number: | 4739541 | PRIMAPAK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8478085500 | | |
| <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: | 8478085500 | | |
| Email: | mail@iphorgan.net | | |
| Correspondent Name: | Carlynn Davis | | |
| Address Line 1: | 195 Arlington Heights Rd., Suite #125 | | |
| Address Line 4: | Buffalo Grove, ILLINOIS 60089 | | |
| NAME OF SUBMITTER: | Carlynn Davis | | |

OP \$215.00 4338723

| | |
|---|-----------------|
| SIGNATURE: | /Carlynn Davis/ |
| DATE SIGNED: | 08/16/2017 |
| Total Attachments: 6 source=8D. Trademark Assignment Agreement#page1.tif source=8D. Trademark Assignment Agreement#page2.tif source=8D. Trademark Assignment Agreement#page3.tif source=8D. Trademark Assignment Agreement#page4.tif source=8D. Trademark Assignment Agreement#page5.tif source=8D. Trademark Assignment Agreement#page6.tif | |

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT is dated as of July 23, 2017 (this “Assignment”) and is by and between CLEAR LAM PACKAGING, INC., an Illinois corporation (“Assignor”), and PRIMAPAK, LLC, a Delaware limited liability company (“Assignee”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignors are the owners of the trademark registrations and applications identified on Exhibit A (collectively, the “Assigned Trademarks”);

WHEREAS, Assignor is party to that certain Stock Purchase Agreement, dated June 25, 2017 (the “Purchase Agreement”), pursuant to which Assignor has agreed to contribute and transfer to Assignee all of Assignor’s right, title, and interest in and to the Excluded IP Assets, all upon the terms and subject to the conditions set forth in the Purchase Agreement, which assets include the Assigned Patents; and

WHEREAS, this Assignment is being executed and delivered pursuant to Section 6.6 of the Purchase Agreement.

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth in this Agreement, and intending to be legally bound hereby, Assignor and Assignee agree to the terms and conditions set forth below.

1. Assignment. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all of Assignor’s worldwide right, title and interest in, to and under, the Assigned Trademarks, together with that portion of such Assignor’s business connected with the use of and symbolized by the Assigned Trademarks, and all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Assigned Trademarks, the right to register, prosecute, maintain and defend the Assigned Trademarks before any public or private agency, office or registrar, and all claims, causes of action and rights to sue for past, present and future infringement of the Assigned Trademarks. The assignments contemplated herein are meant to be absolute assignments and not by way of security. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor’s right, title and interest in, to and under the Assigned Trademarks and to deliver to Assignee, and to Assignee’s attorneys, agents, successors or assigns, all official documents and communications.

2. No Third Party Beneficiaries. Nothing expressed or implied in this Assignment is intended or shall be construed to confer upon or give any Person, other than the parties hereto, any right or remedies under or by reason of this Assignment.

3. Terms of Purchase Agreement; Conflicts. Nothing contained herein changes, amends, extends, or alters (nor should it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. In the event of any conflict between the provisions of this Assignment (including the Exhibits) and the provisions of the Purchase Agreement (including the Disclosure Schedules and Exhibits), the provisions of the Purchase Agreement shall control.

4. Governing Law. This Assignment, and all claims or causes of action based upon, arising out of, or related to this Assignment or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction.

5. Entire Agreement. This Assignment (together with the Exhibits to this Agreement), the Purchase Agreement, and the other Transaction Documents constitute the entire agreement between the parties relating to the transactions contemplated hereby and supersede any other agreements, whether written or oral, that may have been made or entered by or between any of the parties hereto or any of their respective Subsidiaries relating to the transactions contemplated hereby.

6. Counterparts. The captions in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Assignment. This Assignment may be executed in two or more counterparts, each of which shall be deemed one an original, but all of which together shall constitute one and the same instrument. Any facsimile or .pdf copies hereof or signature shall, for all purposes, be deemed originals.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

ASSIGNOR:

CLEAR LAM PACKAGING, INC.

By: 

Name: James J. Sanfilippo

Title: President

ASSIGNEE:

PRIMAPAK, LLC

By: 

Name: James J. Sanfilippo

Title: President

EXHIBIT A
ASSIGNED TRADEMARKS

[See attached.]

PRIMAPAK TRADEMARK PORTFOLIO

| Matter | Country | Case Name | Status | Registrant | Client/Right | Image | Application No. | Registration No. | Classes | Filing Date | Registration Date |
|-------------|--------------------------------|--|------------|---------------------------|-------------------|-------|-----------------|-----------------------|-------------------|-------------|-------------------|
| CLP 0058 AU | AU - Australia | PRIMAPAK in Classes 7, 17, 20, 40, 42 | Registered | Clear Lam Packaging, Inc. | PRIMAPAK | | A0049351 | 1722301 (1265312) | 7, 17, 20, 40, 42 | 27-Mar-15 | 27-Mar-15 |
| CLP 0007 BR | BR - Brazil | PRIMAPAK in Class 17 | Pending | Clear Lam Packaging, Inc. | PRIMAPAK | | 908674562 | | 17 | 27-Nov-14 | |
| CLP 0011 BR | BR - Brazil | PRIMAPAK in Class 7 | Pending | Clear Lam Packaging, Inc. | PRIMAPAK | | 908674317 | | 7 | 27-Nov-14 | |
| CLP 0014 BR | BR - Brazil | PRIMAPAK in Class 20 | Pending | Clear Lam Packaging, Inc. | PRIMAPAK | | 908674651 | | 20 | 27-Nov-14 | |
| CLP 0017 BR | BR - Brazil | PRIMAPAK in Class 40 | Pending | Clear Lam Packaging, Inc. | PRIMAPAK | | 908674767 | | 40 | 27-Nov-14 | |
| CLP 0056 BR | BR - Brazil | PRIMAPAK in Class 42 | Pending | Unknown | PRIMAPAK | | 908674830 | | 42 | 27-Nov-14 | |
| CLP 0001 CA | CA - Canada | PRIMAPAK | Pending | Clear Lam Packaging, Inc. | PRIMAPAK | | 1665264 | | | 25-Feb-14 | |
| CLP 0012 CN | CN - China | PRIMAPAK in Class 7 | Registered | Clear Lam Packaging, Inc. | PRIMAPAK | | 12884761 | 12884761 | 7 | 9-Jul-13 | 28-Nov-14 |
| CLP 0015 CN | CN - China | PRIMAPAK in Class 20 | Registered | Clear Lam Packaging, Inc. | PRIMAPAK | | 12884760 | 12884760 | 20 | 9-Jul-13 | 28-Nov-14 |
| CLP 0018 CN | CN - China | PRIMAPAK in Class 40 | Registered | Clear Lam Packaging, Inc. | PRIMAPAK | | 12884759 | 12884759 | 40 | 9-Jul-13 | 21-May-15 |
| CLP 0020 CN | CN - China | PRIMAPAK in Class 42 | Registered | Clear Lam Packaging, Inc. | PRIMAPAK | | 12884758 | 12884758 | 42 | 9-Jul-13 | 7-Jan-15 |
| CLP 0021 CN | CN - China | PRIMAPAK AND DESIGN in Class 7 | Registered | Clear Lam Packaging, Inc. | PRIMAPAK & DESIGN | | 13057196 | 13057196 | 7 | 9-Aug-13 | 28-Jan-15 |
| CLP 0023 CN | CN - China | PRIMAPAK AND DESIGN in Class 20 | Registered | Clear Lam Packaging, Inc. | PRIMAPAK & DESIGN | | 13057195 | 13057195 | 20 | 9-Aug-13 | 28-Dec-14 |
| CLP 0025 CN | CN - China | PRIMAPAK AND DESIGN in Class 17 | Registered | Clear Lam Packaging, Inc. | PRIMAPAK & DESIGN | | 13057192 | 13057192 | 17 | 9-Aug-13 | 21-Oct-16 |
| CLP 0027 CN | CN - China | PRIMAPAK AND DESIGN in Class 40 | Registered | Clear Lam Packaging, Inc. | PRIMAPAK & DESIGN | | 13057193 | 13057193 | 40 | 9-Aug-13 | 21-Mar-15 |
| CLP 0029 CN | CN - China | PRIMAPAK AND DESIGN in Class 42 | Registered | Clear Lam Packaging, Inc. | PRIMAPAK & DESIGN | | 13057194 | 13057194 | 42 | 9-Aug-13 | 28-Dec-14 |
| CLP 0032 EM | EM - Community Trademark | PRIMALAM in Classes 7, 17, 20 | Registered | Clear Lam Packaging, Inc. | PRIMALAM | | 13022346 | 13022346 | 7, 17, 20 | 24-Jun-14 | 24-Oct-14 |
| CLP 0054 EM | EM - Community Trademark | PRIMAPAK in Classes 7, 17, 20, 40, 42 | Registered | Clear Lam Packaging, Inc. | PRIMAPAK | | 13478987 | 13478987 | 7, 17, 20, 40, 42 | 20-Nov-14 | 18-Mar-15 |
| CLP 0055 EM | EM - Community Trademark | PRIMAPAK & DESIGN in Classes 7, 17, 20, 40, 42 | Registered | Clear Lam Packaging, Inc. | PRIMAPAK & DESIGN | | 13478921 | 13478921 | 7, 17, 20, 40, 42 | 20-Nov-14 | 18-Mar-15 |
| CLP 0060 IL | IL - Israel | PRIMAPAK in Classes 7, 17, 20, 40, 42 | Pending | Clear Lam Packaging, Inc. | PRIMAPAK | | A0049351 | | 7, 17, 20, 40, 42 | 27-Mar-15 | |
| CLP 0061 IN | IN - India | PRIMAPAK in Classes 7, 17, 20, 40, 42 | Pending | Clear Lam Packaging, Inc. | PRIMAPAK | | 3182153 | | 7, 17, 20, 40, 42 | 27-Mar-15 | |
| CLP 0062 JP | JP - Japan | PRIMAPAK in Classes 7, 17, 20, 40, 42 | Registered | Clear Lam Packaging, Inc. | PRIMAPAK | | A0049351 | 1265312 (IR reg. no.) | 7, 17, 20, 40, 42 | 27-Mar-15 | 27-Mar-15 |
| CLP 0063 KR | KR - Republic of Korea (South) | PRIMAPAK in Classes 7, 17, 20, 40, 42 | Registered | Clear Lam Packaging, Inc. | PRIMAPAK | | A0049351 | | 7, 17, 20, 40, 42 | 27-Mar-15 | |
| CLP 0064 MX | MX - Mexico | PRIMAPAK in Class 07 | Registered | Clear Lam Packaging, Inc. | PRIMAPAK | | A0049351 | | 7 | 27-Mar-15 | |
| CLP 0073 MX | MX - Mexico | PRIMAPAK in Class 17 | Pending | Clear Lam Packaging, Inc. | PRIMAPAK | | 1660320 | | 17 | 27-Mar-15 | |
| CLP 0074 MX | MX - Mexico | PRIMAPAK in Class 20 | Pending | Clear Lam Packaging, Inc. | PRIMAPAK | | 1660321 | | 20 | 27-Mar-15 | |
| CLP 0075 MX | MX - Mexico | PRIMAPAK in Class 40 | Pending | Clear Lam Packaging, Inc. | PRIMAPAK | | 1660322 | | 40 | 27-Mar-15 | |
| CLP 0076 MX | MX - Mexico | PRIMAPAK in Class 42 | Pending | Clear Lam Packaging, Inc. | PRIMAPAK | | 1660323 | | 42 | 27-Mar-15 | |

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|-------------|---|---------------------------------------|------------|---------------------------|---------------------|---|----------|---------|--------|-----------|-----------|
| CLP 0065 NZ | NZ - New Zealand | PRIMAPAK in Classes 7, 17, 20, 40, 42 | Registered | Clear Lam Packaging, Inc. | PRIMAPAK | A0049351 | 85742847 | 438723 | 17 | 1-Oct-12 | 21-May-13 |
| CLP 0066 RU | RU - Russian Federation | PRIMAPAK in Classes 7, 17, 20, 40, 42 | Registered | Clear Lam Packaging, Inc. | PRIMAPAK | A0049351 | 85820364 | 4716909 | 7 | 10-Jan-13 | 7-Apr-15 |
| CLP 0067 TR | TR - Turkey | PRIMAPAK in Classes 7, 17, 20, 40, 42 | Registered | Clear Lam Packaging, Inc. | PRIMAPAK | A0049351 | 85820380 | 4675871 | 20 | 10-Jan-13 | 20-Jan-15 |
| CLP 0010 US | US - United States of America | PRIMAPAK in Class 17 | Registered | Clear Lam Packaging, Inc. | PRIMAPAK | | 85820391 | 4720622 | 40, 42 | 10-Jan-13 | 14-Apr-15 |
| CLP 0013 US | US - United States of America | PRIMAPAK in Class 7 | Registered | Clear Lam Packaging, Inc. | PRIMAPAK | | 85820364 | 4716909 | 7 | 10-Jan-13 | 7-Apr-15 |
| CLP 0016 US | US - United States of America | PRIMAPAK in Class 20 | Registered | Clear Lam Packaging, Inc. | PRIMAPAK | | 85820380 | 4675871 | 20 | 10-Jan-13 | 20-Jan-15 |
| CLP 0019 US | US - United States of America | PRIMAPAK in Classes 40, 42 | Registered | Clear Lam Packaging, Inc. | PRIMAPAK | | 85820391 | 4720622 | 40, 42 | 10-Jan-13 | 14-Apr-15 |
| CLP 0022 US | US - United States of America | PRIMAPAK AND DESIGN in Class 7 | Registered | Clear Lam Packaging, Inc. | PRIMAPAK AND DESIGN |  | 85820364 | 4716909 | 7 | 10-Jan-13 | 7-Apr-15 |
| CLP 0024 US | US - United States of America | PRIMAPAK AND DESIGN in Class 20 | Registered | Clear Lam Packaging, Inc. | PRIMAPAK AND DESIGN |  | 85820380 | 4675871 | 20 | 10-Jan-13 | 10-Jan-15 |
| CLP 0026 US | US - United States of America | PRIMAPAK AND DESIGN in Class 17 | Registered | Clear Lam Packaging, Inc. | PRIMAPAK AND DESIGN |  | 85820391 | 4720622 | 40, 42 | 10-Jan-13 | 14-Apr-15 |
| CLP 0028 US | US - United States of America | PRIMAPAK AND DESIGN in Classes 42, 40 | Registered | Clear Lam Packaging, Inc. | PRIMAPAK AND DESIGN |  | 85820364 | 4716909 | 7 | 10-Jan-13 | 7-Apr-15 |
| CLP 0068 WO | WO - World Intellectual Property Organization | PRIMAPAK in Classes 7, 17, 20, 40, 42 | Registered | Clear Lam Packaging, Inc. | PRIMAPAK | | 85820380 | 4675871 | 20 | 10-Jan-13 | 20-Jan-15 |

TRADEMARK

REEL: 006131 FRAME: 0120

RECORDED: 08/16/2017