

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471495

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pactech Packaging LLC		04/09/2018	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Pactech LLC		
Street Address:	2605 Manitou Road		
Internal Address:	Suite 200		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14624		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4519004	MEDI-CRREO	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<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:	3125586352		
Email:	mfoy@winston.com		
Correspondent Name:	Michelle Foy, Winston & Strawn LLP		
Address Line 1:	35 West Wacker Drive		
Address Line 2:	Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60601-9703		
ATTORNEY DOCKET NUMBER:	16322.4		
NAME OF SUBMITTER:	Michelle Foy		
SIGNATURE:	/Michelle Foy/		
DATE SIGNED:	04/26/2018		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Assignment Agreement”) is duly made, executed and delivered as of April 9, 2018, by and between Pactech LLC, a Delaware limited liability company (“Assignee”), and Pactech Packaging LLC, a New York limited liability company (“Assignor”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement, dated as of the date hereof (as amended or otherwise modified from time to time, the “Purchase Agreement”), by and among Assignor, Assignee, ProAmpac Holdings Inc., a Delaware corporation, ProAmpac PG Holdings LLC, a Delaware limited liability company, Pactech Properties LLC, a New York limited liability company, ProAmpac Real Estate Holdings LLC, a Delaware limited liability company, the Equityholders named therein, and the Representative named therein.

RECITALS:

A. Pursuant to, and subject to the terms and conditions of, the Purchase Agreement, Assignor desires to sell, convey, transfer, deliver and assign to Assignee the Intellectual Property owned by, licensed to or used or held for use by Assignor and all goodwill associated therewith, including the Intellectual Property listed on Exhibit A hereto.

B. Pursuant to the Purchase Agreement, the execution and delivery of this Assignment Agreement is a condition precedent to the closing of the transactions contemplated by the Purchase Agreement.

C. Assignor is willing to assign all rights it may have in and to all Intellectual Property owned by, licensed to, or used or held for use by Assignor on the terms and subject to the conditions set forth in this Assignment Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Effective as of the date hereof, Assignor hereby irrevocably sells, transfers, assigns, and conveys to Assignee, its successors and assigns, in perpetuity, all of Assignor’s worldwide right, title and interest in and to all Intellectual Property owned by Assignor or used or held for use by Assignor, including the Intellectual Property identified in Exhibit A (collectively, the “Assigned IP”).

2. Further Assurances. Assignor shall, at Assignee’s sole cost and expense, provide Assignee, its successors and assigns with all such assistance as they may reasonably request to confirm or for the full utilization of the rights granted in Section 1, above, including, without limitation, upon request by Assignee to execute any further assignments or other documents or instruments necessary or desirable to confirm, record or otherwise carry out the purposes or intent of this Assignment Agreement. Assignor acknowledges and agrees that Assignee or any of its Affiliates may record and perfect this Assignment or such documentation in any jurisdiction throughout the world, and Assignor shall reasonably cooperate therewith. Assignor shall not assert any right, title or interest in or to any of the Assigned IP and shall not use any of the Assigned IP except as otherwise expressly authorized by Assignee in writing.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. 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. Controlling Law And Jurisdiction. This Assignment Agreement is governed by and will be construed in accordance with the laws of Delaware, applicable therein without giving effect to any choice of law or conflict of law provision or rule (whether Delaware or any other jurisdictions) that would cause the application of the laws of any jurisdiction other than Delaware.

5. Entire Agreement; Amendment. This Assignment Agreement, together with Exhibit A attached hereto, the Purchase Agreement and the other agreements, documents and instruments contemplated thereby (including the schedules and exhibits attached thereto), constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede any and all other understandings and agreements, either oral or written, between the parties hereto with respect to such subject matter. This Agreement may not be altered, amended or modified, except by written instrument signed by the parties hereto.

6. Non-Waiver of Rights. The failure of a party hereto to enforce any of the provisions of this Assignment Agreement or any rights with respect thereto shall in no way be considered to be a waiver of such provisions or rights or in any way affect the validity of this Assignment Agreement. In order to be enforceable, a waiver must be in writing and signed by the party against whom the waiver is to be enforced. The failure of any party to exercise any of said provisions or rights shall not preclude or prejudice such party from later enforcing or exercising the same or any other provisions or rights that it may have under this Assignment Agreement.

7. Headings. The headings and captions used in this Assignment Agreement are intended and shall for all purposes be deemed to be for convenience only and shall have no force or effect whatsoever in the interpretation of this Assignment Agreement.

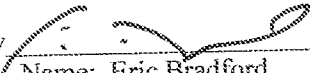
8. Counterparts. This Assignment Agreement may be executed in multiple counterparts (including facsimile or other electronically transmitted counterparts), each of which will be deemed an original, but all of which together shall constitute one agreement.

9. Invalid Provisions. If any term, provision, covenant or condition of this Assignment Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the parties desire the remainder of the provisions to remain in full force and effect and not to be affected, impaired or invalidated.

[SIGNATURE PAGE FOLLOWS]

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

PACTECH LLC

By 
Name: Eric Bradford
Title: Chief Financial Officer and Secretary

PACTECH PACKAGING LLC

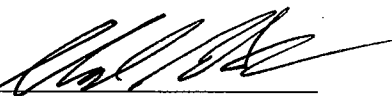
By _____
Name: Chad J. Buchta
Title: President

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

PACTECH LLC

By _____
Name: Eric Bradford
Title: Chief Financial Officer and Secretary

PACTECH PACKAGING LLC

By  _____
Name: Chad J. Buchta
Title: President

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 006320 FRAME: 0888

EXHIBIT A

Intellectual Property

Trademarks

- U.S. Trademark Registration No. 4519004 for MEDI-CRREO for the following goods, registered April 22, 2014: “a bag used for special medical contents in the nature of a personal dispenser for pharmaceutical tablets, pharmaceutical capsules, pharmaceutical blister cards, and pharmaceutical patches, for domestic use and which is child resistant, re-closable and easy to open (in Class 21)”

Patents and Patent Applications

- U.S. Patent No D694647 for “Dual Compartment Pouch”, issued December 3, 2013 and expires December 3, 2027
- U.S. Patent No. D694649 for “Bulk Consumables Pouch”, issued December 3, 2013 and expires December 3, 2027
- U.S. Patent Application No. 15/339,232 for “Scored Pouch and a Method of Manufacturing the Same”, filed October 31, 2016