

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472887

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DONALD R. ROCHELO		02/12/2018	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	APEX RESOURCE TECHNOLOGIES, INC.		
Street Address:	323 RED BARN RD		
City:	DALTON		
State/Country:	MASSACHUSETTS		
Postal Code:	01226		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2871045	INANYCASE.COM	
CORRESPONDENCE DATA			
Fax Number:	8032559831		
<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:	(404) 322-6165		
Email:	ip@nelsonmullins.com		
Correspondent Name:	NELSON MULLINS RILEY & SCARBOROUGH LLP		
Address Line 1:	201 17TH STREET NW		
Address Line 2:	SUITE 1700		
Address Line 4:	ATLANTA, GEORGIA 30363		
NAME OF SUBMITTER:	Lloyd G. Farr		
SIGNATURE:	/Lloyd G. Farr/		
DATE SIGNED:	05/07/2018		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is made as of February 12, 2018 by and between Donald R. Rochelo, an individual (“**Assignor**”) and Apex Resource Technologies, Inc., a Massachusetts corporation (“**Assignee**”).

WHEREAS, pursuant to that certain Stock Purchase Agreement, dated as of the date hereof, among Assignor, Assignee, PPC Industries, Inc. (“**Purchaser**”) and the other signatories thereto (the “**Purchase Agreement**”), Purchaser is purchasing all of the issued and outstanding equity of Assignee;

WHEREAS, as an indirect holder of equity in Assignee, Assignor is receiving substantial benefit by the transactions contemplated by the Purchase Agreement;

WHEREAS, as a requirement to the transactions contemplated by the Purchase Agreement, Purchaser is requiring that Assignor assign to Assignee all intellectual property used in the Assignee’s business; and

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest in and to the intellectual property used in the Assignee’s business, including, without limitation, the intellectual property set forth on Exhibit A hereto (the “**Contributed IP**”); and

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby contribute, assign, transfer, deliver and set over unto Assignee all of its right, title and interest in and to the Contributed IP, including without limitation all goodwill appurtenant thereto and those items/registrations identified in Exhibit A hereto.
2. Each party covenants and agrees that it will execute, deliver and acknowledge (or cause to be executed, delivered and acknowledged), from time to time at the request of the other and without further consideration, all such further instruments of conveyance, transfer, assignment and further assurances, and perform or cause to be performed all such further acts as may be reasonably necessary or appropriate to confirm or more effectively carry out the provisions and intent of this Assignment and to sell, transfer and convey the Contributed IP to Assignee. Each party agrees that this Assignment may be publicly filed, recorded or provided to any applicable registrar, government office, or authority.
3. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.
4. Assignor hereby irrevocably constitutes and appoints Assignee, its successors and assigns as the true and lawful attorney of Assignor, with full power of substitution in the name of Assignor, or otherwise, and on behalf and for the benefit of Assignee, its successors and assigns, to demand and receive from time to time any and all of the Contributed IP hereby

contributed, transferred, conveyed, assigned, and delivered, or intended so to be, and to institute, defend and compromise any and all actions, suits or proceedings in respect of any of the Contributed IP hereby contributed, conveyed, transferred, assigned and delivered, or intended so to be, that Assignee, its successors or assigns shall deem desirable, and to do all acts and things in relation to the Contributed IP which Assignee, its successors or assigns deem desirable. Assignor hereby declares that the foregoing powers are coupled with an interest and shall be irrevocable by it in any manner or for any reason.

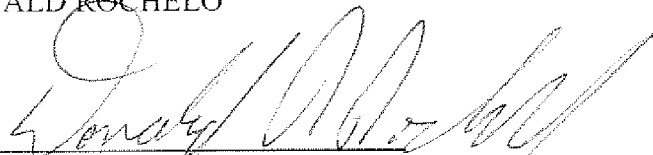
5. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Except as provided below, Assignor may not assign its rights or obligations hereunder without the prior written consent of Assignee, and any such assignment shall not relieve the assigning party of any of its obligations hereunder. This Assignment may be assigned by Assignee, in whole or in part, without the consent of Assignor or any other person. Nothing shall restrict Assignee, in its sole discretion and without consent of Assignor or any other person, from transferring all or any portion of the Contributed IP.
6. This Assignment may be executed in separate counterparts and the executed counterparts may be delivered by electronic means, including by email and .pdf, all of which together will constitute one in the same instrument and be enforceable as an original.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Assignment
to be executed effective as of the date first above written.


ASSIGNOR:

DONALD ROCHELO

By: 

ASSIGNEE:

APEX RESOURCE TECHNOLOGIES, INC.

By: 

Name: Donna Rochelo

Title: President

[Signature Page to Intellectual Property Assignment]

Exhibit A
Contributed IP

Registered Patents

<u>Registration No.</u>	<u>Patent Description</u>	<u>Owner</u>
<u>7,987,987</u>	<u>Product display system having an integral protective case for housing and displaying a product</u>	<u>Donald R. Rochelo</u>
<u>7,475,816</u>	<u>Protective case for a plurality of different sized memory cards</u>	<u>Donald Rochelo</u>
<u>7,597,199</u>	<u>Battery Tube Storage system, system container and container latch lock</u>	<u>Donald R. Rochelo</u>

Domain Names:

- www.inanycase.com
- www.apexresourcetek.com
- www.almegatooling.com
- www.pccardpackaging.com
- www.apexengineering.com

Mark:

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