

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479236

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Extreme Plastics Plus, Inc.		12/09/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BW EPP Holdings LLC		
Street Address:	One Liberty Plaza, 52nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10006		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4360379	EPIC 360	
Registration Number:	4360378	E P	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,samuel.pinkston@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	06/25/2018		
Total Attachments: 5			
source=BW_Extreme_ - Assignment #page1.tif			
source=BW_Extreme_ - Assignment #page2.tif			
source=BW_Extreme_ - Assignment #page3.tif			
source=BW_Extreme_ - Assignment #page4.tif			
source=BW_Extreme_ - Assignment #page5.tif			

OP \$65.00 4360379

ASSIGNMENT OF INTELLECTUAL PROPERTY

This **ASSIGNMENT OF INTELLECTUAL PROPERTY** (this “**Agreement**”) is entered into as of December 9, 2016, by and between BW EPP HOLDINGS LLC, a Delaware limited liability company having a business mailing address at One Liberty Plaza, 52nd Floor, New York, New York 10006 (“**Assignee**”), and EXTREME PLASTICS PLUS, INC., a Delaware corporation having a business mailing address at 360 Epic Circle Drive, Fairmont, West Virginia 26554 (“**Assignor**”). Assignor and Assignee are sometimes herein referred to collectively as the “**Parties**” and each individually as a “**Party**.”

BACKGROUND

WHEREAS, the parties have entered into that certain Second Amended and Restated Asset Purchase and Sale Agreement, dated November 18, 2016, pursuant to which Assignor is selling, transferring and assigning certain assets relating to the business or operation of Assignor (the “**Purchase Agreement**”), including Purchased Intellectual Property (as defined in the Purchase Agreement) owned by Seller, including all issuances and registrations and applications for issuance or registration included in the Purchased Intellectual Property, as set forth on Exhibit A hereto; and

WHEREAS, the Purchase Agreement contemplates execution of this Agreement and Assignor agreed to transfer ownership of all Purchased Intellectual Property, including all intellectual property rights therein and goodwill associated therewith, to Assignee.

NOW THEREFORE, in consideration of the Purchase Agreement and the mutual promises provided herein and for other good and valuable consideration, the receipt and adequacy of which each party hereby acknowledges, and intending to be legally bound hereby, the parties agree as follows:

AGREEMENT

1. ASSIGNMENT. Assignor hereby irrevocably and unconditionally conveys and assigns to Assignee (a) all of its right, title, and interest in and to the Purchased Intellectual Property, including all issuances and registrations and applications for issuance or registration included in the Purchased Intellectual Property, as set forth on Exhibit A hereto, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made; and (b) all rights to income, royalties, and license fees deriving from the Purchased Intellectual Property, all claims for damages by reason of past, present and future infringements of the Purchased Intellectual Property or injury to the goodwill associated with the Purchased Intellectual Property, and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. ASSISTANCE. Assignor agrees to perform all acts that are reasonably necessary to permit and assist Assignee or its successor or assignee in perfecting and enforcing its rights in the Purchased Intellectual Property, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include executing additional documents and assisting and cooperating in

the registration and enforcement of applicable Intellectual Property Rights or participating in legal proceedings.

3. NO ROYALTY OBLIGATIONS. Assignor acknowledges and agrees that neither Assignee nor its successors or assignees shall owe Assignor any royalties or other monetary obligations with respect to any of the Purchased Intellectual Property or the intellectual property rights therein assigned to Assignee hereunder, or any other proprietary rights related to the business of Assignee.

4. GENERAL.

4.1 Purchase Agreement. This Agreement is made subject to the representations and warranties, agreements, covenants, terms, conditions, limitations and other provisions of the Purchase Agreement.

4.2 Order of Precedence. 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.

4.3 Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof (other than the Purchase Agreement).

4.4 Successors and Assigns. This Agreement and all the rights and powers granted by this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

4.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

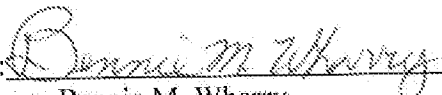
4.6 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto. For the convenience of the parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument. Facsimile transmission (including the e-mail delivery of documents in Adobe PDF format) of any signed original counterpart and/or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its respective officers thereunto duly authorized, as applicable, as of the date first above written.

ASSIGNOR:

EXTREME PLASTICS PLUS, INC.

By: 

Name: Bennie M. Wharry

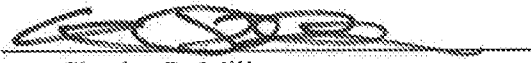
Title: President

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

TRADEMARK
REEL: 006363 FRAME: 0079

ASSIGNEE:

BW EPP HOLDINGS LLC

By: 

Name: Charles P. Miller

Title: Secretary

Exhibit A

Registered Intellectual Property

U.S. Trademark Registrations

TITLE	SERIAL NO.	REGISTRATION NO.
EPIC 360	85/736,016	4,360,379
E P	85/736,015	4,360,378