

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486302

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mrs. Grossman's Paper Company		08/14/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Paragon Labels,LLC		
Street Address:	3810 Cypress Drive		
City:	Petaluma		
State/Country:	CALIFORNIA		
Postal Code:	94954		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2394086	PARAGON LABEL	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
<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:	615-850-8741		
Email:	trademarkdocket@wallerlaw.com		
Correspondent Name:	Robert P. Felber, Jr.		
Address Line 1:	c/o Waller Lansden Dortch & Davis, LLP,		
Address Line 2:	511 Union Street, Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	029160.79683		
NAME OF SUBMITTER:	Robert P. Felber, Jr.		
SIGNATURE:	/ROBERT P. FELBER, JR./		
DATE SIGNED:	08/16/2018		
Total Attachments: 4			
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OP \$40.00 2394086

**ASSIGNMENT OF SERVICE MARKS, REGISTRATIONS,
AND ACCOMPANYING GOODWILL**

This ASSIGNMENT OF SERVICE MARKS, ACCOMPANYING REGISTRATIONS, AND GOODWILL (this “Assignment”) is entered into as of August 14, 2018 (the “Effective Date”), by and between Mrs. Grossman’s Paper Company, a California corporation (the “Assignor”) and Paragon Labels, LLC, a Delaware limited liability company (the “Assignee”) in accordance with the terms of that certain Asset Purchase Agreement, dated as of the date hereof, by and among the Assignor and the Assignee (the “Purchase Agreement”). The Assignor and the Assignee may be referred to individually herein as a “Party,” or together as the “Parties.”

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, assign, transfer, and set over to the Assignee, all of the Assignor’s worldwide rights, title, and interest in and to the trademarks identified in **Schedule A** attached hereto (the “Marks”), including all common law trademark rights associated with the Marks, the federal registrations therefor, any issuances, renewals, or extensions of such registrations, any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable arising out of ownership of the Marks, and all rights therein and thereto provided by any applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, and the resulting right to recover damages, profits, restitution, and injunctive and other legal and equitable relief for past, present, or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its 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 the Assignor if this Assignment and sale had not been made. This Assignment is made in connection with the assignment by the Assignor to the Assignee of that portion of the business of the Assignor to which the Marks pertain, in accordance with the provisions of 15 U.S.C. § 1060.

Notwithstanding anything to the contrary contained herein, the terms of this Assignment are subject to the terms, provisions, conditions, and limitations set forth in the Purchase Agreement, and this Assignment is not intended to alter the rights or obligations of the parties to the Purchase Agreement. In the event of any inconsistencies between the terms of this Assignment and the terms of the Purchase Agreement, and with respect to matters addressed in the Purchase Agreement but not addressed herein, the terms of the Purchase Agreement shall control.

The Assignor agrees to execute and deliver at the request of the Assignee, any papers, instruments, affidavits, declarations, powers of attorney, and assignments reasonably requested by the Assignee to vest in the Assignee all of the Assignor’s right, title, and interest in and to the Marks and the applications and registrations therefor and/or to provide evidence to support such assignment(s) in the event such evidence is deemed useful by the Assignee.

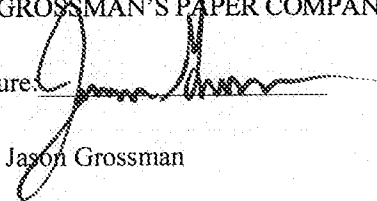
This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement on and as of the Effective Date.

ASSIGNOR:

MRS. GROSSMAN'S PAPER COMPANY

Signature: 

Name: Jason Grossman

Title: Chief Executive Officer

ASSIGNEE:

PARAGON LABELS, LLC

Signature: _____

Name: Treina Blair

Title: Chief Financial Officer and Secretary

[Signature Page to Assignment of Service Marks, Registrations, and Accompanying Goodwill]

IN WITNESS WHEREOF, the Parties have executed this Agreement on and as of the Effective Date.

ASSIGNOR:

MRS. GROSSMAN'S PAPER COMPANY

Signature: _____

Name: Jason Grossman

Title: Chief Executive Officer

ASSIGNEE:

PARAGON LABELS, LLC


Signature:  _____

Name: Treina Blair

Title: Chief Financial Officer and Secretary

[Signature Page to Assignment of Service Marks, Registrations, and Accompanying Goodwill]

SCHEDULE A

	TRADEMARK	REGISTRATION NO.	REGISTRATION DATE	GOODS/SERVICES
1.	PARAGON LABEL	2394086	Oct. 10, 2000	"printing services"
2.				
3.	