

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489513

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bloemhof Industries Ltd.		09/07/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Oliver Packaging and Equipment Company		
Street Address:	3236 Wilson Drive NW		
City:	Walker		
State/Country:	MICHIGAN		
Postal Code:	49534		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5148879	BLOEMHOF	
CORRESPONDENCE DATA			
Fax Number:	7172375300		
<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:	717-232-8000		
Email:	trademarks@mcneeslaw.com		
Correspondent Name:	Kristen J. Grendzinski		
Address Line 1:	100 Pine Street		
Address Line 2:	McNees Wallace & Nurick LLC		
Address Line 4:	Harrisburg, PENNSYLVANIA 17101		
ATTORNEY DOCKET NUMBER:	22403-0064/3038		
NAME OF SUBMITTER:	Kristen J. Grendzinski		
SIGNATURE:	/Kristen J. Grendzinski/		
DATE SIGNED:	09/11/2018		
Total Attachments: 5			
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OP \$40.00 5148879

TRADEMARK ASSIGNMENT AGREEMENT

THIS ASSIGNMENT is effective as of September 7, 2018 (the “**Effective Date**”), by and between **BLOEMHOF INDUSTRIES LTD.**, a corporation amalgamated under the Canada Business Corporations Act and having a principal place of business located at 74 McDonald Street, Kirkland, QC, H9J 3Z7, Canada (the “**Assignor**”), and **OLIVER PACKAGING AND EQUIPMENT COMPANY**, a Delaware corporation having a principal place of business located at 3236 Wilson Drive NW, Walker, Michigan 49534 (the “**Assignee**”).

WHEREAS the Assignor is the owner of the trademarks listed on Schedule “A” attached hereto (the “**Trademarks**”); and

WHEREAS pursuant to an Asset Purchase Agreement dated as of the date hereof between, inter alios, the Assignor and the Assignee (the “**Asset Purchase Agreement**”), the Assignee agreed to acquire all of the Assignor’s right, title and interest in and to the Trademarks and the goodwill associated therewith; and

WHEREAS the Assignor and the Assignee desire to memorialize the transfer to the Trademarks from the Assignor to the Assignee as of the Effective Date.

NOW, THEREFORE, the Assignor declares as follows:

The preamble shall form an integral part hereof.

In consideration of the Asset Purchase Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby confirms the sale, assignment and transfer to the Assignee of all of the Assignor’s right, title and interest in and to the Trademarks, and applications and registrations thereof, all common law and statutory rights related thereto, and all rights of renewal and extension if any relating thereto on a worldwide basis, as of the Effective Date.

The Assignor further confirms the transfer and assignment to the Assignee of the right to sue for past infringement, to institute or continue opposition and cancellation proceedings and other legal proceedings and to recover and retain all damages and profits arising in connection with such Trademarks.

The Assignor undertakes to, upon the written request of the Assignee, execute all papers, make all rightful oaths, testify on behalf of the Assignee, and do all other acts necessary to carry out the intent of this Agreement, as well as to provide such other material, information and/or assistance as the Assignee may consider necessary.

In case of any conflict or inconsistency between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall prevail to the extent of such conflict or inconsistency.

This Agreement shall be binding upon the parties, their successors and/or assigns, and all others acting by, through, with or under their direction and all those in privity therewith.

[Signature page follows]

MTL01: 4729232: v4

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and signed by their duly authorized officers as of the Effective Date.

OLIVER PACKAGING AND
EQUIPMENT COMPANY



Name: CHAD PERIN
Title: PRESIDENT
I have authority to bind the corporation

BLOEMHOF INDUSTRIES LTD.

Name:
Title:
I have authority to bind the corporation

[Signature page to the Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and signed by their duly authorized officers as of the Effective Date.


**OLIVER PACKAGING AND
EQUIPMENT COMPANY**

.....
Name:

Title:

I have authority to bind the corporation

BLOEMHOF INDUSTRIES LTD.



.....
Name: Eric Baumgartner

Title: President

I have authority to bind the corporation

[Signature page to the Trademark Assignment Agreement]

Schedule "A"

Trademark

CANADA

TRADEMARK	STATUS	GOODS AND SERVICES	OWNER
BLOEMHOF	Registered Reg TMA953643 Reg 28-OCT-2016	BAKERY EQUIPMENT, NAMELY, MOULDERS, ROUNDERS, SHEETERS AND BAGGERS PROVIDING TECHNICAL SUPPORT IN THE FORM OF ADVICE AND INFORMATION REGARDING THE DESIGN, APPLICATION AND USE OF BAKERY EQUIPMENT	BLOEMHOF INDUSTRIES LTD. 1900, 520-3RD AVENUE SW CALGARY, T2P 0R3 CA (CANADA)

UNITED STATES

TRADEMARK	STATUS	GOODS AND SERVICES	Owner
BLOEMHOF BLOEMHOF	Registered Reg 5148879 Reg 28-FEB-2017	IC 7 - BAKERY EQUIPMENT, NAMELY, DOUGH MOULDERS, DOUGH ROUNDERS, DOUGH SHEETERS AND BAKERY BAGGERS IC 42 - PROVIDING TECHNICAL SUPPORT IN THE FORM OF ADVICE AND INFORMATION REGARDING THE DESIGN, APPLICATION AND USE OF BAKERY EQUIPMENT	BLOEMHOF INDUSTRIES LTD. 1900, 520-3RD AVENUE SW CALGARY, T2P 0R3 CA (CANADA)