

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494630

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Letica Corporation		09/30/2018	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Graphic Packaging International, LLC		
Street Address:	1500 Riveredge Parkway, Suite 100		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5062023	MAUI CUP	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	tmdocketing@wbd-us.com		
Correspondent Name:	Laura A. Kees		
Address Line 1:	271 17th Street NW, Suite 2400		
Address Line 4:	Atlanta, GEORGIA 30363		
NAME OF SUBMITTER:	Laura Kees		
SIGNATURE:	/Laura Kees/		
DATE SIGNED:	10/19/2018		
Total Attachments: 7			
source=IP Assignment Agreement (Execution Version)_WEIL_96741115_1#page1.tif			
source=IP Assignment Agreement (Execution Version)_WEIL_96741115_1#page2.tif			
source=IP Assignment Agreement (Execution Version)_WEIL_96741115_1#page3.tif			
source=IP Assignment Agreement (Execution Version)_WEIL_96741115_1#page4.tif			
source=IP Assignment Agreement (Execution Version)_WEIL_96741115_1#page5.tif			
source=IP Assignment Agreement (Execution Version)_WEIL_96741115_1#page6.tif			
source=IP Assignment Agreement (Execution Version)_WEIL_96741115_1#page7.tif			

CH \$40.00 5062023

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment Agreement”), dated as of September 30, 2018, is by and between Letica Corporation (“Assignor”), and Graphic Packaging International, LLC (“Assignee”). Capitalized terms not otherwise defined in this IP Assignment Agreement will have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor, Assignee, and RPC Group PLC have entered into that certain Asset Purchase Agreement, dated as of August 24, 2018, as amended (as so amended, the “Purchase Agreement”);

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee agreed to purchase and assume from Assignor, all of the Assignor’s right, title and interest in, to and under the Business Intellectual Property, including the Intellectual Property set forth on Exhibit A, on the terms and subject to the conditions contained in the Purchase Agreement; and

WHEREAS, Assignor and Assignee now seek to confirm and consummate such sale, conveyance, assignment, transfer and delivery of such Business Intellectual Property (including the Intellectual Property set forth on Exhibit A).

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee and its successors and assigns its entire right, title and interest in and to the Business Intellectual Property (including the Intellectual Property set forth on Exhibit A), together with any and all goodwill connected with and symbolized by the foregoing, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its respective entire right, title and interest therein, including all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this IP Assignment Agreement.
2. Filing and Recordation. The parties hereto agree that Assignee shall promptly file and record this IP Assignment Agreement, or the equivalent of this IP Assignment Agreement to the extent required, with the appropriate governmental entities as necessary to record Assignee as the assignee and owner of the Business Intellectual Property. Assignor and Assignee authorize and request that the United States Patent and Trademark Office and the United States Copyright Office, and the corresponding entities or agencies in any applicable foreign jurisdictions, record Assignee as the assignee and owner of the

Business Intellectual Property (including the Intellectual Property set forth on Exhibit A) and issue the patents, and register the trademark registrations and copyright registrations, from any pending applications included in the Business Intellectual Property (including the Intellectual Property set forth on Exhibit A) to Assignee upon issuance or registration.

3. No Assignment of Retained IP It is expressly agreed that Assignor shall retain and shall not assign, and nothing contained herein shall constitute, or shall otherwise be deemed to constitute, any assignment of any Retained IP. No Third Party Beneficiaries. Nothing in this IP Assignment Agreement is intended to or will confer upon any Person, other than Assignor and Assignee, any legal or equitable rights, benefits or remedies of any nature whatsoever under or by reason of this IP Assignment Agreement.
5. Subject to Purchase Agreement The respective rights of each of Assignor and Assignee with respect to the Business Intellectual Property sold, conveyed, transferred, assigned or delivered hereby shall be governed exclusively by the Purchase Agreement and this Agreement; provided, that nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This Agreement does not create or establish liabilities or obligations not otherwise created or existing under, contemplated by or pursuant to the Purchase Agreement. In the event of any conflict or other difference between the Purchase Agreement and this Agreement, the provisions of the Purchase Agreement shall control. Successors and Assigns. This IP Assignment Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and permitted assigns. The assignment of any rights or interests and the delegation of any obligations hereunder by Assignor or Assignee shall be permitted to the extent set forth in Section 12.04 of the Purchase Agreement.
7. Governing Law and Dispute Resolution. The parties agree that any controversy or dispute arising out of or relating to the construction or application of any term or provision of this IP Assignment Agreement (including the recognition and enforcement of any judgment in respect thereof) shall be governed exclusively by the laws of the State of Delaware.
8. Counterparts. This IP Assignment Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this IP Assignment Agreement by facsimile or by PDF file (portable document format file) shall be as effective as delivery of a manually executed counterpart of this IP Assignment Agreement.
9. Headings. The headings in this IP Assignment Agreement are inserted for convenience of reference only and are not intended to affect the meaning or interpretation of this IP Assignment Agreement.
10. Amendment, Waiver and Termination. This IP Assignment Agreement shall not be amended, modified, supplemented, waived or terminated in any manner, whether by

course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed by each of the parties hereto.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Assignor and Assignee caused this IP Assignment Agreement to be duly executed as of the date first written above.

ASSIGNOR

Letica Corporation

By _____

Name: Pim Vervaat

Title: Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

ASSIGNEE

Graphic Packaging International, LLC

By: _____



Name: Lauren S. Tashma

Title: Executive Vice President, General
Counsel & Corporate Secretary

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 006461 FRAME: 0342

EXHIBIT A

<u>Patent Registered Number</u>	<u>Description</u>
US Design Patent 358,294	Cup lid
US Patent 5,398,843	Drink-Through Lid for Disposable Cup
US Patent 5,509,568	Drink-Through Lid for Disposable Cup
US Design Patent D624,413S	<i>Reclosable Hot Cup Lid; 16HR "Easy Tab" hinge re-closable lid. 360 degree ring to enhance stacking of cups when full / easy tab. Thermoformed lid.</i>
US Design Patent D640,507S	<i>Drink Cup Thermal Protection Sleeve; INSV - Hot cup Embossed Sleeve, Triangles shape embossing</i>
Canadian Industrial Design 138540	<i>Thermal Protector Band for Hot Cup; INSV - Hot Cup Embossed Sleeve, Triangle</i>
US patent 8,627,982 B2	<i>Thermal Protector Sleeve for Hot Cup; INSV - Hot Cup Embossed Sleeve,</i>
Canadian Patent 2,726,372	<i>Thermal Protector Sleeve for Hot Drink Cup</i>
US Design Patent D643,689S	<i>Drink Cup Thermal Protection Sleeve; INSV - Hot Cup Embossed Sleeve. Diamond shape embossing. Thermal Protector Band for Hot Cup</i>
US Design Patent D643,690S	<i>Drink Cup Thermal Protection Sleeve; INSV - Hot Cup Embossed Sleeve. Tossed Squares shape embossing. Thermal Protector Band for Hot Cup</i>
US Design Patent D643,691S	<i>Drink Cup Thermal Protection Sleeve; INSV - Hot Cup Embossed Sleeve. Three Bar Squares shape embossing. Thermal Protector Band for Hot Cup</i>
US Design Patent D643,692S	<i>Drink Cup Thermal Protection Sleeve; INSV - Hot Cup Embossed Sleeve. Squiggles shape embossing. Thermal Protector Band for Hot Cup</i>

<u>Trademark Registered No.</u>	<u>Description</u>
TRADEMARK U.S. 5,062,023	REGISTERED Trademark for stylized "MAUI CUP" mark
TRADEMARK U.S. 1,909,561	Trademark "Swirl" (inactive)