

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489718

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Acquisition of all equity, which created a parent subsidiary relationship and parent now owns the TM
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Grand Packaging, Inc. dba Command Packaging		01/30/2018	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Delta Plastics of the South, LLC
Street Address:	8801 Frazier Pike
City:	Little Rock
State/Country:	ARKANSAS
Postal Code:	72206
Entity Type:	Limited Liability Company: ARKANSAS

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3148656	AMERITOTE
Registration Number:	2631108	GREAT TO GO DISTINCTIVE CARRYOUT BAGS
Registration Number:	2777660	CARRYOUT CAFE SERVING THE ULTIMATE CARRY
Registration Number:	2999379	CUSTOM BAG EXPRESS
Registration Number:	2314052	SUPER WAVE
Registration Number:	2318712	SUPER SATIN
Registration Number:	2314053	SUPER GLOSS
Registration Number:	2648451	PLASTIC PLUS+
Registration Number:	3461026	ENCORE
Registration Number:	3391433	RESTAURANTBAGS.COM
Registration Number:	3449289	ENJOY! RE-USE & RECYCLE GIVE EARTH A SEC
Registration Number:	3479883	REUSABLE ...DON'T THROW THIS BAG AWAY
Registration Number:	3519692	YOUR RESTAURANT HAS AN IMAGE.... YOUR BA
Registration Number:	3523727	100% RECYCLABLE MADE IN USA REUSABLE
Registration Number:	3885380	ENCORE
Registration Number:	3892514	RESTAURANTBAGSCOM
Registration Number:	3930465	REUSABLE

OP \$590.00 3148656

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3997141	ENCORE STONE
Registration Number:	4167011	COMMAND PACKAGING
Registration Number:	4457905	SMARTERBAGS REUSABLE
Registration Number:	4527885	I CALI
Registration Number:	4559701	ENCORE RECYCLING
Registration Number:	4662548	COMMAND PACKAGING

CORRESPONDENCE DATA

Fax Number: 2136249441
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.
Phone: 2136295700
Email: mfriend@clarktrev.com
Correspondent Name: Michele B Friend
Address Line 1: 800 Wilshire Blvd. 12th Fl
Address Line 4: Los Angeles, CALIFORNIA 90017

NAME OF SUBMITTER:	Michele Friend
SIGNATURE:	/michele friend/
DATE SIGNED:	09/12/2018

Total Attachments: 16
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EQUITY PURCHASE AGREEMENT

by and among

Command Packaging, LLC,

Encore Recycling, LLC,

the Member and certain Beneficial Owners of Command Packaging, LLC,

the Member and certain Beneficial Owners of Encore Recycling, LLC

Peter M. Grande and Wendy J. Grande,

Albert Halimi and Soheila Halimi,

Peter M. Grande and Albert Halimi, as Sellers' Representatives

and

Delta Plastics of the South, LLC, as Purchaser

Dated as of January 30, 2018

EQUITY PURCHASE AGREEMENT

This EQUITY PURCHASE AGREEMENT (this “**Agreement**”), dated as of January 30, 2018, is by and among (i) Delta Plastics of the South, LLC, an Arkansas limited liability company (the “**Purchaser**”); (ii) **Command Packaging, LLC**, a California limited liability company (“**Command Packaging**”); (iii) **Encore Recycling, LLC**, a California limited liability company (“**Encore Recycling**”) (iv) GP Newco Holding, Inc., a California corporation (“**GP Newco Holding**”), and ER Newco Holding, Inc., a California corporation (“**ER Newco Holding**”) (each, a “**Seller**” and collectively, the “**Sellers**”); (v) The Albert and Soheila Halimi Family Trust dated 01/22/10 and The Grande Family Trust dated July 14, 1992, as amended, Aviv A. Halimi, Nathan S. Halimi and Deborah A. Halimi (each, a “**Seller Stockholder**” and collectively, the “**Seller Stockholders**”), (vi) Peter M. Grande, Wendy J. Grande, Albert Halimi and Soheila Halimi, each of whom is a beneficiary and trustee of one of the Seller Stockholders (collectively, with the Seller Stockholders, each, a “**Beneficial Owner**”, and collectively, the “**Beneficial Owners**”), and (vii) each of Peter M. Grande and Albert Halimi, solely in his capacity as a representative of the Sellers (the “**Sellers’ Representatives**”). The Purchaser, Command Packaging, Encore Recycling, the Sellers and the Beneficial Owners will collectively be referred to as the “**Parties**”. Command Packaging and Encore Recycling are sometimes referred to herein, individually, as a “**Company**”, and collectively, as the “**Companies**”.

A. GP Newco Holding owns 100 units of membership interest of Command Packaging, and ER Newco Holding owns 100 units of membership interest of Encore Recycling (the “**Purchased Units**”).

B. The Seller Stockholders collectively own 200 shares of Common Stock of GP Newco Holding and 40,000 shares of Class A Voting Stock and 65,000 shares of Class B Non-Voting Stock of ER Newco Holding, which shares represent all of the issued and outstanding capital stock of GP Newco Holding and ER Newco Holding.

C. Prior to the Closing, (a) Command Packaging was a California corporation named “Grand Packaging, Inc.” and was treated as an S corporation within the meaning of Sections 1361 and 1362 of the Code, and the Seller Stockholders (other than Aviv A. Halimi, Nathan S. Halimi and Deborah A. Halimi) were together the record and beneficial owners of one-hundred percent (100%) of the issued and outstanding capital stock of Command Packaging; (b) pursuant to the GP Newco Holding Contribution Agreement, the Seller Stockholders contributed one-hundred percent (100%) of their capital stock of Command Packaging to GP Newco Holding in exchange for equity interests in GP Newco Holding (which equity interests are more specifically described on Schedule 4.6); (c) GP Newco Holding made an election to be treated as a validly electing “S” corporation and made an election pursuant to Treasury regulations section 1.1361-3 to treat Command Packaging as a qualified subchapter S subsidiary within the meaning of section 1361(b)(3)(B) of the Code; and (d) GP Newco Holding caused Command Packaging to convert into a California limited liability company and accordingly changed its name to “Command Packaging, LLC”.

D. Prior to the Closing, (a) Encore Recycling was a California corporation named “Encore Recycling, Inc.” and was treated as an S corporation within the meaning of Sections 1361 and 1362 of the Code, and the Seller Stockholders were together the record and beneficial owners of one-hundred percent (100%) of the issued and outstanding capital stock of Encore Recycling; (b) pursuant to the ER Newco Holding Contribution Agreement, the Seller Stockholders contributed one-hundred percent (100%) of their capital stock of Encore Recycling to ER Newco Holding in exchange for equity interests in ER Newco Holding (which equity interests are more specifically described on Schedule 4.6); (c) ER Newco Holding made an election to be treated as a validly electing “S” corporation and made an election pursuant to Treasury regulations section 1.1361-3 to treat Encore Recycling as a qualified subchapter S subsidiary within the meaning of section 1361(b)(3)(B) of the Code; and (d) ER Newco Holding caused Encore Recycling to convert into a California limited liability company and accordingly changed its name to “Encore Recycling, LLC”.

E. The actions set forth in clauses (a) through (d) of Recital C and Recital D, the **“Pre-Closing Restructuring Transactions”**.

F. On the terms and subject to the conditions contained in this Agreement, the Sellers desire to sell all of their Purchased Units to the Purchaser and to receive in exchange therefor the Transaction Consideration payable to the Sellers (as set forth and subject to adjustment as provided in this Agreement).

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS; CERTAIN INTERPRETIVE MATTERS.

1.1. Definitions. For purposes of this Agreement, the following terms shall have the meanings specified in this Section 1.1:

“Accounting Referee” has the meaning set forth in Section 2.5.3.

“Accounts Receivable” means all accounts receivable, including trade and miscellaneous accounts receivable of the Companies.

“Accrued and Unpaid Taxes” means all accrued and unpaid Taxes of the Companies as of the Closing, including all entity-level taxes payable as a result of the Transactions, except to the extent that such accrued and unpaid Taxes are accounted for in Closing Working Capital.

“Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with the first Person. For the purposes of this definition, **“control,”** when used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise, and the terms **“controlling”** and **“controlled”** have meanings correlative to the foregoing.

and radiation and any other substance or material that is reasonably determined to present a threat, hazard or risk to human health or the environment and is regulated by or under an Environmental Law.

"Indebtedness" means, with respect to the Companies, the following indebtedness (including all amounts in respect of principal, accrued interest, premiums, make-whole premiums, prepayment penalties, breakage fees, costs and fees) of any of the Companies: (a) indebtedness for borrowed money owed under any credit facility, note, bond, debenture or other debt security or a guaranty, (b) obligations (including breakage costs) payable under interest rate protection agreements, currency or commodity swaps and other hedging agreements, (c) obligations under leases that are required to be capitalized in accordance with the Balance Sheet Rules and obligations under the leases described on Schedule 2.4.1 which are being paid off at Closing, (d) any obligations to pay the deferred purchase price of property or services (including earnouts), except trade accounts payable or accrued liabilities of the Companies arising in the Ordinary Course, (e) obligations of the Companies in respect of deferred compensation, including any severance, bonuses related to the Transactions, pension or change of control payments to the extent not included as a current liability in Closing Working Capital or as part of the Selling Expenses (but excluding those severance and deferred compensation obligations due as a result of the Purchaser's actions after the Closing) plus the employer portion of any of the Taxes payable with respect to any such amounts, (f) all obligations under any performance bond, letter of credit or similar instrument (other than any undrawn or uncalled amount in respect of such letters of credit or similar credit transactions), and (g) all indebtedness referred to in the foregoing clauses (a) through (f) of any Person other than the Companies that is directly or indirectly guaranteed by any Company. Notwithstanding the foregoing, Indebtedness shall exclude (i) any operating or other lease obligations (other than in clause (c), above). For purposes of clarity, Indebtedness shall not include any amounts included in Closing Working Capital or Selling Expenses.

"Indemnified Party" has the meaning set forth in Section 9.4.1.

"Indemnifying Party" has the meaning set forth in Section 9.4.1.

"Indemnity Escrow Account" means the separate account maintained by the Escrow Agent to hold the Indemnity Escrow Amount pursuant to the terms of the Escrow Agreement.

"Indemnity Escrow Amount" means [REDACTED].

"Indemnity Tax Matter" has the meaning set forth in Section 7.2.

"Intellectual Property Right" means all trademarks, trademark rights, service marks, service mark rights, trade names, trade name rights, trade dress, copyrights, works of authorship, inventions (whether patentable or not), invention disclosures, industrial models, industrial designs, utility models, certificates of invention, designs, emblems and logos, trade secrets, manufacturing formulae, technical information, patents, patent applications, moral rights, mask work registrations, franchises, franchise rights, customer and supplier lists, and related

identifying information together with the goodwill associated therewith, product formulae, product designs, product packaging, business and product names, slogans, rights of publicity, improvements, processes, specifications, technology, methodologies, computer software (including all source code and object code), firmware, development tools, flow charts, annotations, all Web addresses, sites and domain names, all data bases and data collections and all rights therein, any other confidential and proprietary right or information, whether or not subject to statutory registration, as each of the foregoing rights may arise anywhere in the world, and all related technical information, manufacturing, engineering and technical drawings, know-how, and all pending applications and registrations of patents, and the right to sue for past infringement, if any, in connection with any of the foregoing, and all documents, disks, records, files, and other media on which any of the foregoing is stored, and other proprietary rights, in the case of each of the foregoing which is owned by a Company, or used or held for use by a Company in connection with its business.

“IRS” means the Internal Revenue Service.

“IT Assets” means any and all computers, software, hardware, firmware, middleware, servers, workstations, routers, hubs, switches, data communications lines, and all other information technology assets, including all documentation related to the foregoing, (i) owned or used by a Company or (ii) licensed or leased to a Company.

“Knowledge Persons” means Peter M. Grande, Albert Halimi, Aviv A. Halimi and Lauren Grande.

“Law” means any federal, state, county, city, municipal, foreign, or other governmental statute, law, rule, regulation, ordinance, order, code, treaty or requirement (including pursuant to any settlement agreement or consent decree) and any Permit granted under any of the foregoing, or any requirement under the common Law, or any other pronouncement having the effect of Law of any Governmental Authority, in each case as in effect as of the Closing Date.

“Lease Agreement” means the Industrial Lease dated as of the Closing Date between Command Packaging, as tenant, and Command Packaging Vernon Properties, L.P., as landlord, for the lease of Real Property located at 3800 and 3840 East 26th Street, Vernon, California 90058.

“Lien” means any mortgage, deed of trust, lien, pledge, hypothecation, assignment, charge, option, preemptive purchase right, easement, encumbrance, security interest, or other adverse claim of any kind.

“Material Adverse Effect” means any change, development, occurrence or effect that is or would reasonably be expected to be materially adverse to (a) the financial condition or results of operations of a Company, taken as a whole or (b) the ability of any of the Sellers or Beneficial Owners to timely perform their respective obligations under this Agreement or the Ancillary Agreements; except for and expressly excluding (i) any act or omission of the Sellers, the Beneficial Owners or a Company taken at the request of or with the consent of the Purchaser or

matter whatsoever, including an admission of any violation of any Laws or breach of any agreement, (o) no information contained in any Schedule shall be deemed to be material (whether individually or in the aggregate) to the business, assets, liabilities, financial position, operations, or results of operations of a Company nor shall it be deemed to give rise to circumstances which may result in a Material Adverse Effect solely by reason of it being disclosed, (p) information contained in a Section, subsection or individual Schedule (or expressly incorporated therein) shall qualify the representations and warranties made in the identically numbered Section or, if applicable, subsection of this Agreement and all other representations and warranties made in any other Section, subsection or Schedule so long as the application of such information to such other representations and warranties is reasonably apparent from the reading of such disclosure without imputing any additional knowledge of the facts described, (q) references to agreements in the Schedules are not intended to be a full description of such agreements, and all such disclosed agreements should be read in their entirety, (r) nothing disclosed in any Schedule is intended to broaden any representation or warranty contained in Articles III or IV and (s) references to the “Companies” herein shall be deemed to refer to either or both of the Companies.

1.1.2 All references to the “**knowledge of the Companies**” or to words of similar import will be deemed to be references to the actual knowledge of the Knowledge Persons, as of the date of this Agreement, without any implication of verification or investigation concerning such knowledge.

II. CLOSING; POST-CLOSING ADJUSTMENT.

2.1. Purchase of Purchased Units. On the terms and subject to the conditions set forth in this Agreement, at the Closing, (i) the Sellers shall sell, transfer, convey, assign and deliver to the Purchaser, and the Purchaser shall purchase, acquire and accept from the Sellers, all of the Sellers’ right, title and interest in and to all of the Purchased Units owned by such Sellers, free and clear of all Liens, and (ii) the Purchaser shall pay and deliver the Transaction Consideration as provided in this Agreement. The Transaction Consideration (as set forth and subject to adjustment as provided in this Agreement) will be allocated among the Sellers pursuant to Allocation Certificate.

2.2. Closing. The closing of the transactions contemplated by this Agreement (the “**Closing**”) shall occur contemporaneously with the execution and delivery of this Agreement and shall be effective as of 12:01 a.m. Los Angeles local time on such date. The date on which the Closing occurs is referred to herein as the “**Closing Date.**”

2.3. Estimated Transaction Consideration; Allocation.

2.3.1. At least two (2) Business Days prior to the Closing, the Companies shall deliver to the Purchaser a certificate setting forth a good faith estimate of the Transaction Consideration (the “**Estimated Transaction Consideration**”) and each component thereof as of the Closing, including the amount of the Closing Indebtedness, the Closing Working Capital, the Closing Cash on Hand, the Selling Expenses and Accrued and Unpaid Taxes (the “**Closing**

percent (50%) of the premium, premium tax, broker fee and underwriters fee incurred for the R&W Policy, provided that any premium, premium tax, broker fee and underwriters fee above [REDACTED] together with any other costs and expenses incurred in obtaining such R&W Policy, will be paid solely by the Purchaser. The R&W Insurance Policy will expressly provide that (a) the insurer has no subrogation rights, and will not pursue any claim against any Seller or Beneficial Owner except for Fraud; (b) the Sellers and Beneficial Owners are third party beneficiaries of the insurer's promise to not pursue claims against such Persons except for Fraud, and (c) following the date of this Agreement, the Purchaser may not modify the limitations on subrogation against such Persons in the R&W Insurance Policy without such Person's express written consent.

2.8. Proceedings. Except as otherwise specifically provided for herein, all proceedings that will be taken and all documents that will be executed and delivered by the Parties on the Closing Date will be deemed to have been taken and executed simultaneously, and no proceedings will be deemed taken nor any document executed and delivered until all such proceedings have been taken, and all such documents have been executed and delivered.

III. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Each Company represents and warrants to the Purchaser as of the Closing as follows:

3.1. Existence and Qualification. Each Company is duly organized, validly existing and in good standing under the Laws of the State of California. Each Company has the requisite power and authority and all Permits required to carry on its business as presently conducted. Except as disclosed on Schedule 3.1, each Company is duly licensed or qualified to conduct business as a foreign entity and is in good standing in each jurisdiction where such qualification is required, other than any failure to be qualified, licensed or in good standing which would not reasonably be expected to have a Material Adverse Effect. Each Company has made available to the Purchaser true and complete copies of the Organizational Documents for such Company and is not in violation of any provision of its Organizational Documents.

3.2. Authorization; Enforceability. Each Company has the requisite corporate power and authority to execute, deliver, and perform its obligations under this Agreement and each Ancillary Agreement to which it is or will be a party. This Agreement and each Ancillary Agreement to which each Company is or will be a party has been duly authorized, executed and delivered by such Company. This Agreement and each Ancillary Agreement to which each Company is or will be a party has been or will be duly authorized, executed and delivered by such Company, and once executed, will constitute a legal, valid and binding agreement of such Company, enforceable against such Company in accordance with their respective terms.

3.3. Non-Contravention; Consents; Restrictive Documents.

3.3.1. Except as disclosed on Schedule 3.3.1, the execution, delivery and performance by each Company and the Sellers of this Agreement and each of the Ancillary Agreements to which they are, as contemplated by this Agreement, to become a party, do not and

Property Lease. Each Company has made available to the Purchaser true and complete copies of the Real Property Leases, in each case as amended or otherwise modified and in effect. To the knowledge of the Companies, there are no pending or threatened condemnation proceedings or administrative actions relating to the Leased Real Property that would materially and adversely affect the current use or occupancy of any portion of the Leased Real Property by a Company. Except as set forth on Schedule 3.12, the use, occupancy and operation by a Company of the Leased Real Property as currently used, occupied and operated, is not in breach in any material respect of, and does not constitute a nonconforming use in any material respect under, any building, zoning or other by-law, covenant, restriction or official plan.

3.13. Intellectual Property.

3.13.1. Schedule 3.13.1(a) sets forth a list of all of each Company's issued patents and patent applications, domain names and registered trademarks and applications therefor, registered copyrights and applications therefor and material software owned by each Company. Schedule 3.13.1(b) sets forth all licenses, sublicenses, and other similar agreements, including any ongoing software or website maintenance agreements, to which each Company is a party, other than (i) shrink wrap licenses and licenses for commercial off-the-shelf software products having an annual license fee of less than \$25,000 or (ii) licenses by customers of a Company required solely for a Company's performance of services to such customers.

3.13.2. Each Company solely and exclusively owns all Intellectual Property Rights owned or purported to be owned by such Company, and has the valid and legally enforceable right to use all Intellectual Property Rights licensed to such Company, in each case free and clear of any Liens (other than Permitted Liens). The Intellectual Property Rights owned or licensed by each Company constitute all the Intellectual Property Rights necessary to conduct the business of each Company as currently conducted.

3.13.3. To the knowledge of the Companies, there is no unauthorized use, disclosure, infringement, or misappropriation of, nor to the knowledge of the Companies, is there any valid basis for any claim of infringement or misappropriation from any third party upon, the Intellectual Property Rights or other proprietary rights of a Company or any third party.

3.13.4. Except as disclosed on Schedule 3.13.4:

(a) neither a Company's use of any Intellectual Property Rights nor the conduct of its business as it is currently conducted infringes on any Intellectual Property Rights of any other Person;

(b) no claim in writing by any third party has been made, is currently outstanding or, to the knowledge of the Companies, is threatened (A) that contests the validity, enforceability, use or ownership of any Intellectual Property Rights owned or licensed by a Company, or (B) that alleges any infringement, misappropriation or other violation of any Intellectual Property Rights owned by a third party by a Company;

(c) to the knowledge of the Companies, no claims or allegations that a Person is infringing on any Intellectual Property Rights owned by a Company are pending against a third party; and

(d) all registered patents, domain names, trademarks and copyrights, and applications to register trademarks and copyrights set forth on Schedule 3.13.1(a), are in effect and all renewal fees and other maintenance fees have been paid and all other maintenance actions necessary to maintain such registrations have been taken.

3.13.5. The IT Assets are functional and operate and perform in all material respects in a manner that permits each Company to conduct each Company's business as currently conducted. Each Company has taken commercially reasonable actions to protect the confidentiality, integrity, operation and security of the IT Assets owned or controlled by such Company (and all information and transactions stored or contained therein or transmitted thereby) against any unauthorized use, access, interruption, modification, corruption, or material malfunction. Each Company has adopted commercially reasonable procedures regarding (i) data backup, (ii) disaster recovery, and (iii) business continuity for IT Assets owned or controlled by such Company. To the knowledge of the Companies, there has been no material unauthorized use, access, interruption, modification, corruption, or malfunction of any IT Assets owned or used by each Company (or any information or transactions stored or contained therein or transmitted thereby), and to the knowledge of the Companies, the IT Assets owned or used by each Company are free of all viruses, worms, trojan horses and other malicious software code.

3.14. Environmental Matters.

3.14.1. Except as set forth on Schedule 3.14, (a) each Company is, and has been during the past three (3) years, in compliance in all material respects with all applicable Environmental Laws, including the possession of all material Environmental Permits required for the operation of its business as currently conducted, and (b) there are no pending or, to the knowledge of the Companies, threatened Environmental Claims against a Company with respect to the business or the Real Property.

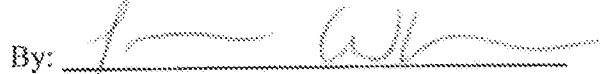
3.14.2. Except as set forth on Schedule 3.14, during the past three (3) years, neither Company has received any written notice, demand, request for information, citation, summons, complaint or report, no Order has been issued or is otherwise in effect, no penalty has been assessed and no investigation, action, claim, suit, proceeding or review is pending, or to the Companies' knowledge threatened, regarding any Environmental Laws, Environmental Permits or Hazardous Substances relating to a Company (or any of their respective predecessors) or any Real Property.

3.14.3. Except as set forth on Schedule 3.14, neither Company has treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled or Released any Hazardous Substance except in compliance with Environmental Laws.

The Parties have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

PURCHASER:

DELTA PLASTICS OF THE SOUTH, LLC

By: 

Name: Sean Whiteley
Title: Chief Executive Officer

COMMAND PACKAGING:

COMMAND PACKAGING, LLC

By: _____

Name: Peter M. Grande
Its: Chief Executive Officer

ENCORE RECYCLING:

ENCORE RECYCLING, LLC

By: _____

Name: Peter M. Grande
Its: Chief Executive Officer

SELLERS:

GP NEWCO HOLDING, INC.

By: _____

Name: Peter M. Grande
Its: Chief Executive Officer

ER NEWCO HOLDING, INC.

By: _____

Name: Peter M. Grande
Its: Chief Executive Officer

The Parties have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

PURCHASER:

DELTA PLASTICS OF THE SOUTH, LLC

By: _____
Name: Sean Whiteley
Title: Chief Executive Officer

COMMAND PACKAGING:

COMMAND PACKAGING, LLC

By: Peter M. Grande
Name: Peter M. Grande
Title: Chief Executive Officer

ENCORE RECYCLING:

ENCORE RECYCLING, LLC

By: Peter M. Grande
Name: Peter M. Grande
Title: Chief Executive Officer

SELLERS:

GP NEWCO HOLDING, INC.

By: Peter M. Grande
Name: Peter M. Grande
Title: Chief Executive Officer

ER NEWCO HOLDING, INC.

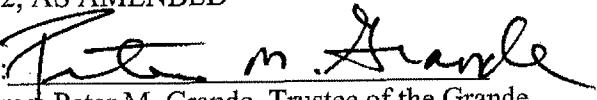
By: Peter M. Grande
Name: Peter M. Grande
Title: Chief Executive Officer

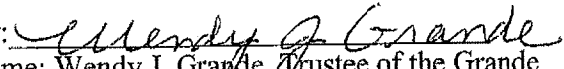
[SIGNATURE PAGES TO THE EQUITY PURCHASE AGREEMENT]

TRADEMARK
REEL: 006505 FRAME: 0016


BENEFICIAL OWNERS:

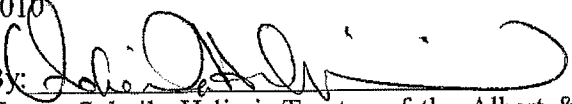
THE GRANDE FAMILY TRUST DATED JULY
14, 1992, AS AMENDED

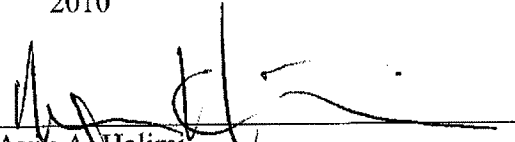
By: 
Name: Peter M. Grande, Trustee of the Grande
Family Trust dated July 14, 1992, as amended


By: 
Name: Wendy J. Grande, Trustee of the Grande
Family Trust dated July 14, 1992, as amended

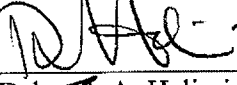
THE ALBERT AND SOHEILA HALIMI FAMILY
TRUST DATED 01/22/10

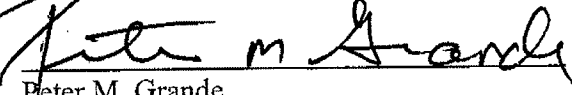
By: 
Name: Albert Halimi, Trustee of the Albert &
Soheila Halimi Family Trust DTD January 22,
2010

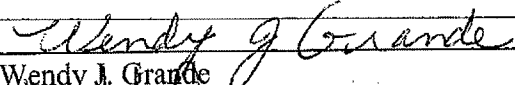
By: 
Name: Soheila Halimi, Trustee of the Albert &
Soheila Halimi Family Trust DTD January 22,
2010

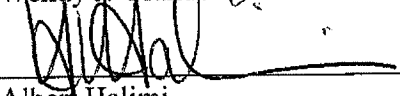

Aviv A. Halimi

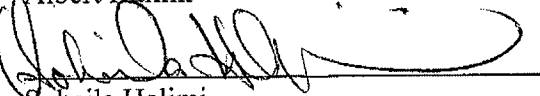

Nathan S. Halimi


Deborah A. Halimi

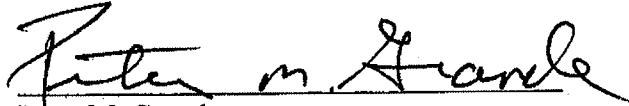

Peter M. Grande


Wendy J. Grande


Albert Halimi


Soheila Halimi

SELLERS' REPRESENTATIVES:



Peter M. Grande



Albert Halimi

SCHEDULE 3.13.1(a)

Intellectual Property

Patent application:

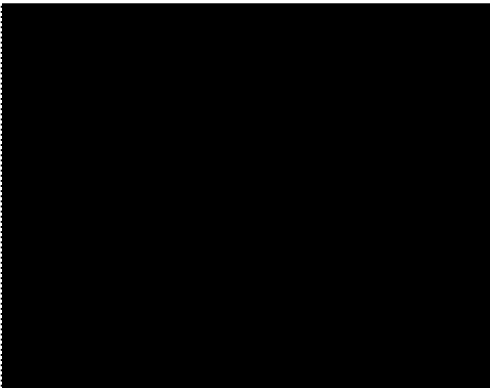
Command Packaging

Secure Food Transport bags; application number US17/41781; filed on July 12, 2017.

Domain names:

Command Packaging

Domain	Account	Expiration
[REDACTED]	GoDaddy #1	5/18/2018
[REDACTED]	GoDaddy #1	10/31/2018
[REDACTED]	GoDaddy #1	10/31/2018
[REDACTED]	GoDaddy #1	10/31/2018
[REDACTED]	GoDaddy #1	10/18/2018
[REDACTED]	GoDaddy #1	10/18/2018
[REDACTED]	GoDaddy #1	10/18/2018
[REDACTED]	Network Solutions	1/26/2019
[REDACTED]	Network Solutions	2/3/2018
[REDACTED]	Network Solutions	5/7/2018
[REDACTED]	Network Solutions	2/7/2018
[REDACTED]	Network Solutions	2/7/2018
[REDACTED]	Network Solutions	3/26/2018
[REDACTED]	Network Solutions	3/17/2018
commandpackaging.com	Network Solutions	12/2/2018
commandpackaging.net	Network Solutions	8/7/2018
commandpackaging.org	Network Solutions	8/7/2018
[REDACTED]	Network Solutions	3/26/2018
[REDACTED]	Network Solutions	3/26/2018
[REDACTED]	Network Solutions	6/14/2019
[REDACTED]	Network Solutions	2/7/2018
[REDACTED]	Network Solutions	5/24/2018
[REDACTED]	Network Solutions	7/29/2019
[REDACTED]	Network Solutions	1/12/2019
[REDACTED]	Network Solutions	6/24/2018
[REDACTED]	Network Solutions	4/28/2018
[REDACTED]	Network Solutions	2/3/2018
[REDACTED]	Network Solutions	1/10/2019



	Network Solutions	2/3/2018
	Network Solutions	1/10/2019
	Network Solutions	1/10/2019
	Network Solutions	10/23/2018
	Network Solutions	2/7/2018
	Network Solutions	6/2/2018
	Network Solutions	6/2/2018
	Network Solutions	6/2/2018

Encore Recycling

1. [Redacted]
2. [Redacted]
3. encore-america.com
4. encore-recycling.com
5. encore-recycling.org
6. encorefarming.com
7. encorepolymer.com
8. encorepolymers.com
9. encorerecycling.org
10. encorerecyclingco.com
11. encoreusa.org
12. [Redacted]
13. [Redacted]
14. encorerecyclingsolutions.com

Trademarks:

Command Packaging

Trademark Name	Registration Date	Registration Number
Ameritote	Sept 26, 2006	3148656
Great to go	Oct 8, 2002	2631108
Carryout Café	Oct 28, 2003	2777660
Custom Bag Express	Sept 20, 2005	2999379
Super Wave	Feb 1, 2000	2314052
Super Satin	Feb 15, 2000	2318712
Super Gloss	Feb 1, 2000	2314053
Plastic Plus +	Nov 12, 2002	2648451
encore (degradable)	July 8, 2008	3461026
Restaurantbags.com T-shirt	March 4, 2008	3391433
Enjoy! Re-use& recycle	June 17, 2008	3449289
Reusable... don't throw this bag	August 5, 2008	3479883

away		
restaurant has an image	Oct 21, 2008	3519692
American flag recyclable	Oct 28, 2008	3523727
Encore no period	Dec 7, 2010	3885380
Restaurantbags.com new soft	Dec 21, 2010	3892514
ReUSABLE HEART	March 15, 2011	3930465
encore STONE	July 19, 2011	3997141
Command Packaging	July 3, 2012	4167011
smarterbags reusable	Dec 31, 2013	4457905
I (heart) Cali	May 13, 2014	4527885
encore recycling	July 1, 2014	4559701
Command Packaging New logo	Dec 30, 2014	4662548
DeliverSAFE	Aug 29, 2017	

Software:

Command Packaging

Supplier	Software	Version	Qty
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