

900487831 03/01/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM512426

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|---|--|--|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Shields Bag and Printing Co. | | 01/02/2018 | Corporation: WASHINGTON |
| RECEIVING PARTY DATA | | | |
| Name: | Novolex Shields, LLC | | |
| Street Address: | 101 EAST CAROLINA AVENUE | | |
| City: | HARTSVILLE | | |
| State/Country: | SOUTH CAROLINA | | |
| Postal Code: | 29550 | | |
| Entity Type: | Corporation: DELAWARE Limited Liability Company: Delaware | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4496855 | SHIELDS | |
| Registration Number: | 4316107 | THE SINGLE SOLUTION TO TAMPER EVIDENCE | |
| Registration Number: | 4316109 | ECOSTAT | |
| Registration Number: | 4471712 | PERMASHIELD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8032559831 | | |
| <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: | 704-417-3126 | | |
| Email: | ip@nelsonmullins.com | | |
| Correspondent Name: | SUSAN S. JACKSON | | |
| Address Line 1: | 301 S. COLLEGE STREET | | |
| Address Line 2: | NELSON MULLINS RILEY & SCARBOROUGH LLP, 23RD FL. | | |
| Address Line 4: | CHARLOTTE, NORTH CAROLINA 28202 | | |
| NAME OF SUBMITTER: | Susan S. Jackson | | |
| SIGNATURE: | /Susan S. Jackson/ | | |
| DATE SIGNED: | 03/01/2019 | | |
| Total Attachments: 5 | | | |
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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment"), dated as of January 2, 2018 (the "Effective Date"), is by and among Shields Bag and Printing Co., a Washington corporation ("Seller"), and Novolex Shields, LLC, a Delaware limited liability company ("Assignee") (each, a "Party" and collectively, the "Parties"). All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement (defined herein below).

WHEREAS, Seller and Assignee have entered into that certain Asset Purchase Agreement, dated as of November 30, 2017 (as may be amended or modified from time to time in accordance with its terms, the "Purchase Agreement"), by and among Seller, Assignee and the shareholders of Seller listed on the signature pages thereto, pursuant to which Seller has agreed to sell, convey, assign, transfer and deliver to Assignee or a designee all of its right, title, and interest in and to Purchased Assets, including the Trademarks set forth in Schedule A, including all common law rights held by Seller with respect thereto and all goodwill associated with and appurtenant thereto (the "Assigned Trademarks"); and

WHEREAS, pursuant to the Purchase Agreement, Seller and Assignee have agreed to the assignment of the Assigned Trademarks by Seller to Assignee by entering into this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Conveyance. Seller does hereby sell, convey, assign, transfer and deliver to Assignee, all of its right, title and interest in and to: (i) the Assigned Trademarks and all renewals and extensions thereof, and (ii) all benefits, privileges, causes of action, and remedies relating thereto throughout the world, including, without limitation, all of its rights to: (a) apply for and maintain all registrations, renewals and/or extensions thereof; (b) claim priority under United States law or international convention; (c) bring actions and recover damages for past, present and future infringement or other violation thereof; and (d) grant licenses or other interests therein.

2. Recordation. Seller hereby authorizes the United States Commissioner of Patents and Trademarks to record Assignee as the owner of the Assigned Trademarks as assignee of its entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Trademarks.

3. Further Assurances. Seller shall provide Assignee and its successors and assigns reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, or other documentation as may be reasonably required) as are reasonably requested in writing by Assignee to effect, register or maintain the rights assigned herein, including: (i) the preparation and prosecution by Assignee of any applications or registrations assigned herein; and (ii) the prosecution or defense by Assignee of any interference, opposition, infringement or other proceeding that may arise in connection with any of the rights assigned herein.

4. No Modification. Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Seller and Assignee and their respective Affiliates or other related entities under the Purchase Agreement.

5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be considered an original instrument, but both of which shall be considered one and the same agreement, and shall become binding when both counterparts have been signed by each of the Parties and delivered to Seller and Assignee.

7. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and shall not be deemed a part of or to affect the meaning or interpretation of this Assignment.

8. Governing Law. This Assignment, and all issues and questions concerning the construction, validity, enforcement and interpretation of this Assignment, shall be governed by, and construed in accordance with, the laws of the Delaware without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

ASSIGNOR:

Shields Bag and Printing Co.

By: Lisa Shields

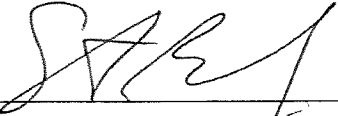
Name: Lisa Shields

Title: Pres.

Acknowledged and Accepted:

ASSIGNEE:

Novolex Shields, LLC

By: 

Name: Stanley Bikulege

Title: Chairman, President and Chief Executive Officer

Schedule A

Assigned Trademarks

1. Trademark Reg. No. 4,496,855 (Registered March 18, 2014) - "Shields"
2. Trademark Reg. No. 4,316,107 (Registered April 9, 2013) - "The Single Solution to Tamper Evidence"
3. Trademark Reg. No. 4,316,109 (Registered April 9, 2013) - "Ecostat"
4. Trademark Reg. No. 4,471,712 (Registered January 21, 2014) - "Permashield"