

900496291 04/29/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521203

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Edmar Cleaning Corp.		04/10/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Imperial Bag & Paper Co. LLC		
Street Address:	255 Route 1 & 9		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07306		
Entity Type:	<input checked="" type="checkbox"/> Corporation: DELAWARE <i>Limited Liability Company</i>		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77719630	LOGICHEM	
Serial Number:	77692014	SOFTOUCH	
Serial Number:	77690340	PRO-TUFF	
Serial Number:	77689542	GATOR-TUFF	
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>			
Phone:	6124927216		
Email:	mbowman@fredlaw.com		
Correspondent Name:	Megan A. Bowman		
Address Line 1:	200 South Sixth Street		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Megan A. Bowman		
SIGNATURE:	/Megan A. Bowman/		
DATE SIGNED:	04/29/2019		
Total Attachments: 9			
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OP: 5:15:00 77719630

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Assignment”), dated as of April 10, 2019, by and between Imperial Bag & Paper Co. LLC, a Delaware limited liability company (“Assignee”), and Edmar Cleaning Corp., a New York corporation (“Assignor”). Assignee and Assignor are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

A. Assignee and Assignor are parties to that certain Asset Purchase Agreement, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Purchase Agreement”). Capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement.

B. Under and subject to the terms and conditions of the Purchase Agreement, Assignor has agreed to convey, transfer, and assign to Assignee, among other assets, certain Intellectual Property of Assignor, and Assignor and Assignee have agreed to execute and deliver this Assignment for recording with Governmental Authorities, including, but not limited to, the United States Patent and Trademark Office.

C. This Assignment is being executed and delivered by the Parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

The Parties, therefore, hereby agree as follows.

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in, to, and under the following (collectively, the “Assigned IP”):

(a) the patents and patent applications set forth on Schedule 1 hereto (if any), the inventions described therein, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, including all priority rights, and the right to claim priority rights and the privileges and benefits thereof, including those under the International Convention, and all other conventions, and the worldwide right to file applications for said inventions in Assignee’s own name (collectively, the “Patents”);

(b) the trademark registrations and applications set forth on Schedule 2 hereto (if any), together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof (collectively, the “Trademarks”);

(c) the copyright registrations and applications set forth on Schedule 3 hereto (if any), together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof (the “Copyrights”);

(d) the internet domain names set forth on Schedule 4 hereto (if any), together with the goodwill connected with the use thereof and symbolized thereby, (collectively, the "Domain Names");

(e) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world (including for the avoidance of doubt, any common law rights);

(f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recording and Further Actions. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such reasonable steps and actions following the date hereof as reasonably requested by Assignee, including the execution of documents, files, registrations, or other similar items, to assist in the proper assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to modify, limit, expand, supersede, or amend any rights or obligations of Assignor or Assignee under the Purchase Agreement. To the extent any conflict arises between any of the terms and provisions of this Assignment and any of the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

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

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

7. Amendment and Modification. This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

[SIGNATURE PAGE FOLLOWS]

The Parties are signing this Assignment as of the date first set forth above.

SELLER:

EDMAR CLEANING CORP.

By: 

Name: David Simon

Title: President

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

TRADEMARK
REEL: 006638 FRAME: 0536

BUYER:

IMPERIAL BAG & PAPER CO. LLC

By: 

Name: Robert Tills

Title: Chief Executive Officer

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE 2

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
LOGICHEM (word mark) covering goods in Classes 002, 003, and 005	United States	Live	77/719,630	Apr. 22, 2009	3,746,201	Feb. 9, 2010
SOFTOUCH (word mark) covering good in Class 002	United States	Live	77/692,014	Mar. 16, 2009	3,733,608	Jan. 5, 2010
PRO-TUFF (word mark) covering goods in Class 016	United States	Live	77/690,340	Mar. 13, 2009	3,689,150	Sep. 29, 2009
GATOR-TUFF (word mark) covering good in Class 016	United States	Live	77/689,542	Mar. 12, 2009	3,689,041	Sep. 29, 2009

SCHEDULE 3

COPYRIGHTS AND COPYRIGHT APPLICATIONS

None.

SCHEDULE 4
DOMAIN NAMES

EDMARCLEAN.COM