

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM535518

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
1939243 ONTARIO INC.		03/15/2019	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vari-Form Manufacturing Inc. (formerly 11032569 Canada Inc.)		
<b>Street Address:</b>	One Riverside Drive West		
<b>City:</b>	Windsor, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	N9A 5K3		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1437939	VARI-FORM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2122919868		
<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>			
<b>Phone:</b>	2125584229		
<b>Email:</b>	demarcor@sullcrom.com, nguyenb@sullcrom.com		
<b>Correspondent Name:</b>	Raffaele A. DeMarco		
<b>Address Line 1:</b>	125 Broad Street		
<b>Address Line 2:</b>	Sullivan & Cromwell LLP		
<b>Address Line 4:</b>	Washington, D.C. 10004-2498		
<b>NAME OF SUBMITTER:</b>	Raffaele A. DeMarco		
<b>SIGNATURE:</b>	/Raffaele A. DeMarco/		
<b>DATE SIGNED:</b>	08/05/2019		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT – US

This **TRADEMARK ASSIGNMENT AGREEMENT** (this “Agreement”), dated as of 3/15/2019 (the “Effective Date”), is made by and between 1939243 Ontario Inc. (formerly Vari-Form Inc.), an Ontario corporation (“Assignor”) and Vari-Form Manufacturing Inc. (formerly 11032569 Canada Inc.), a Canadian corporation (“Assignee”) (each of Assignor and Assignee, a “Party,” and, collectively, the “Parties”).

**WHEREAS**, Assignor, Assignee, and certain other parties have entered into that certain Asset Purchase Agreement, dated as of January 7, 2019 (the “Asset Purchase Agreement”);

**WHEREAS**, pursuant to the Asset Purchase Agreement, Assignor has agreed to sell, transfer, assign, convey and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor’s right, title and interest in, the trademark identified on Schedule A attached hereto (the “Assigned Trademarks”);

**WHEREAS**, in accordance with the Asset Purchase Agreement, Assignor desires to assign and Assignee desires to acquire the Assigned Trademarks, including all goodwill associated therewith and symbolized thereby.

**NOW, THEREFORE**, in consideration of the premises and covenants set forth in this Agreement and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intend to be legally binding hereby, the Parties agree as follows:

1. **Definitions.** Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Asset Purchase Agreement.

2. **Assignment.** Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, its successors and assigns, free and clear of all Liens, other than the Permitted Encumbrances: (i) all of Assignor’s worldwide right, title and interest in, to and under, including any and all common law rights thereto, the Assigned Trademarks and the goodwill associated with the Assigned Trademarks and symbolized thereby effective as of the Effective Date; and (ii) all other rights accruing thereunder or pertaining thereto in any jurisdiction throughout the world for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made, including: (a) claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, dilution, conflict with or other violation of any of the foregoing, and all income, royalties or payments due or payable as of the Effective Date or hereafter in respect of any of the foregoing and (b) rights to apply in any or all countries of the world for trademark protection for the Assigned Trademarks, in each case, effective as of the Effective Date.

3. Authorization and Recordation. Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks of the United States and any other applicable governmental authority or registrar to record and register Assignee as the owner of the Assigned Trademarks, and to issue any and all Assigned Trademarks to Assignee, as assignee of all of Assignor's right, title and interest in and to the Assigned Trademarks. Assignee shall have the right to record this Agreement with all applicable governmental authorities and registrars so as to perfect ownership of the Assigned Trademarks.

4. Governing Law. All issues and questions concerning the formation, existence, termination, construction, validity, enforcement and interpretation of this Agreement will be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Such counterparts may be delivered in electronic format (including by fax and electronic mail).

6. Asset Purchase Agreement. This Agreement is being executed and delivered pursuant to the Asset Purchase Agreement. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the Asset Purchase Agreement, all of which shall survive the delivery of this Agreement to the extent provided in the Asset Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms and conditions of the Asset Purchase Agreement, the Asset Purchase Agreement will govern.

7. Further Assurances. At Assignee's request and at Assignee's sole expense, Assignor shall provide to Assignee, and its successors, assigns, or other legal representatives, cooperation and assistance: to effectuate or perfect the assignment of the Assigned Trademark Rights under Section 2 of this Agreement or otherwise effect the intent of the Parties under this Agreement, including by executing such further documentation and performing such further acts as may be necessary to protect, secure, and vest good, valid, and marketable title in and to the Assigned Trademark in Assignee; provided, however, that Assignee acknowledges and agrees that nothing in this Agreement shall operate to prohibit or diminish in any way the right of Assignor to dissolve, windup or otherwise cease operations, or require any Assignor to take any illegal action or commit fraud on any person.

8. Severability; Amendment. Any provision in this Agreement which is illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof. This Agreement may not be amended except by execution and delivery of an

instrument in writing signed by officers of Assignee and Assignor on behalf of Assignee and Assignor, respectively.

9. Notices. Any notice given pursuant to this Agreement shall be given in the same manner and addressed to the intended recipient as set forth in Section 10.2 of the Asset Purchase Agreement.

*[Signature Page Follows]*

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**IN WITNESS WHEREOF**, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

1939243 Ontario Inc.

By: *Tom Stenver*  
Name: *TEN STENVER*  
Title: *CFO*

Vari-Form Manufacturing Inc.

By: *Michael S. Resna*  
Name: *MICHAEL S. RESNA*  
Title: *CHAIRMAN*

**SCHEDULE A**

**Assigned Trademarks and Applications**

	<b>Trademark Name</b>	<b>Applicant Number</b>	<b>Registration No.</b>	<b>Filing Date</b>	<b>Registration Date</b>	<b>Next Renewal Date</b>	<b>Jurisdiction</b>	<b>Owner</b>
1.	VARI-FORM	73/560818	1437939	1985-09-30	1987-04-28	2027-04-28	US	1939243 Ontario Inc. (formerly Vari-Form Inc.)