

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537016

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Starplex Scientific Inc.		08/16/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Pretium Canada Packaging ULC		
Street Address:	15450 South Outer Forty Drive, Suite 120		
City:	Chesterfield		
State/Country:	MISSOURI		
Postal Code:	63017		
Entity Type:	Unlimited Liability Corporation: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2283077	DIP N COUNT	
Registration Number:	2678382	DISCAP	
Registration Number:	3002153	KANGAPACK	
Registration Number:	3600892	MEDIPLAST	
Registration Number:	2576946	QUICK TURN	
Serial Number:	88207315	STAR CLICK 100	
Registration Number:	2807734	STARPLEX	
CORRESPONDENCE DATA			
Fax Number:	3146122323		
<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:	3146215070		
Email:	iptm@armstrongteasdale.com		
Correspondent Name:	Armstrong Teasdale LLP		
Address Line 1:	7700 Forsyth Boulevard, Suite 1800		
Address Line 4:	Saint Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	34372-89		
NAME OF SUBMITTER:	Courtney Jackson		
SIGNATURE:	/Courtney Jackson/		

CH \$190.00 2283077

DATE SIGNED:

08/16/2019

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, effective as of August 16, 2019 (this "Assignment"), is made and entered into by and among Starplex Scientific Inc., a Canada corporation with an address at 50 Steinway Blvd, Etobicoke, ON M9W 6Y3 (the "Assignor"), and Pretium Canada Packaging ULC, a British Columbia unlimited liability company having an address at 15450 South Outer Forty Drive, Suite 120, Chesterfield, MO 63017 (the "Assignee"). Assignor and Assignee are sometimes herein referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, Assignor desires to assign all right, title and interest in and to the intellectual property set forth in Exhibit A hereto (the "Intellectual Property"), together with all goodwill arising from or relating thereto, to Assignee, and Assignee desires to acquire same.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration of One Dollar, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Assignment. Assignor hereby in consideration of the payment of One Dollar irrevocably conveys, transfers, assigns, and delivers unto Assignee, absolutely and forever, its entire right, title, and interest in the United States and throughout the world, in and to the Intellectual Property, whether statutory or at common law, together with all goodwill arising from or related to the business symbolized by the Intellectual Property, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its licensees, successors, assigns, and/or other legal representatives, including the right to sue for and receive all damages accruing from past, present and future infringement of the Intellectual Property, to be used as fully and entirely as such rights would have been held and enjoyed by each Assignor had this Assignment not been made. Assignor hereby represents and warrants to Assignee that it has the full right to convey the Intellectual Property herein assigned and that it has not executed, and covenants that it will not execute, any agreement in conflict with this Assignment.

2. Further Assurances. Assignor hereby agrees to take such actions and execute such documentation as may be required by any domestic or foreign intellectual property registrar or regulatory agency to transfer ownership of the Intellectual Property from Assignor to Assignee. Assignor hereby also agrees to execute such further assignments and related documents with respect to the Intellectual Property as Assignee shall reasonably request.

3. Unassignable Rights. To the extent any of the Intellectual Property cannot presently be assigned under applicable law pursuant to this Assignment, Assignor shall not sell, assign or transfer to any third party or register or use in any manner (except to take necessary steps to obtain registration of unassignable Intellectual Property) unassignable Intellectual Property or otherwise dispute or challenge Assignee's or its assignee's assignment, transfer, sale, registration or use of such unassignable Intellectual Property. In the event any such unassignable Intellectual Property subsequently become assignable, Assignor shall promptly take all necessary action to assign such Intellectual Property to Assignee, upon request thereof by Assignor.

4. Assignor hereby further warrants that no final decision adverse to Assignor's claim of ownership of Assigned Trademarks for those goods exists, and, no proceeding involving said rights are pending and disposed of exists.

5. Assignor hereby further warrants that the Assigned Trademarks are free and clear of any liens, encumbrances or other third party claims, and that Assignor has not conveyed to anyone other than Assignee any right, title or interest in the Assigned Trademarks.

6. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign patents, trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Intellectual Property and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

7. Rights and Royalties. All rights and any income, royalties or payments otherwise due or payable to Assignor with respect to any Intellectual Property as of the date hereof or thereafter, will be held and enjoyed by Assignee, its successors, executors and permitted assigns.

8. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns.

9. Headings. The article and section headings of this Assignment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

10. Governing Law. The law of the State of Missouri shall govern all questions concerning the construction, validity, interpretation and enforceability of this Assignment and the exhibits and schedules attached hereto, the determination of any contractual or non-contractual rights, duties or remedies of the parties arising out of or relating to this Assignment and the exhibits and schedules attached hereto, and the performance of the obligations imposed by this Assignment, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Missouri or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Missouri.

11. Severability. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Assignment or the application of any such provision to any Person or circumstance shall be held to be prohibited by or invalid, illegal or unenforceable under applicable Law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

12. Entire Agreement. This Assignment, the other transaction documents contemplated by the Purchase Agreement and the agreements and documents referred to herein

and therein contain the entire agreement and understanding between the parties hereto and thereto with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings.

13. Amendments; No Waiver. Any provision of this Assignment may be waived or amended if, and only if, such amendment or waiver is in writing and signed by all of the parties. No failure by any party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Assignment, or to exercise any right or remedy consequent upon a breach hereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition hereof.

14. No Third Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto, their permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

15. Counterparts. This Assignment may be executed in one or more counterparts (including by means of facsimile pdf or other electronic signature pages), all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by their duly authorized representatives effective on the date first written above.

[Signature pages follow.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives effective on the date first written above.

ASSIGNOR:

STARPLEX SCIENTIFIC INC.

By: [Signature]
Name: Paul Kayser
Title: President

ATTEST:

CERTIFICATE OF ACKNOWLEDGEMENT

I, Alyssa Amundson, a Notary Public in and for New Hampshire do hereby certify that Paul Kayser, personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free act and deed on behalf of the identified limited liability company, Starplex Scientific Inc., with authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 14 day of August, 2019.

Alyssa Amundson

Notary Public



My Commission Expires: 12/23/19

[Signature Page 1 of 2 to Intellectual Property Assignment Agreement]

ASSIGNEE:

PRETIUM CANADA PACKAGING ULC

By: [Signature]
Name: Paul Kayser
Title: President

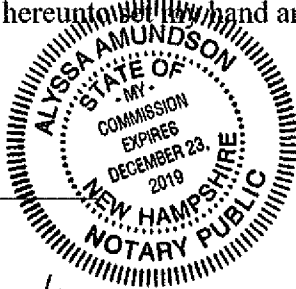
ATTEST:

CERTIFICATE OF ACKNOWLEDGEMENT

I, Alyssa Amundson, a Notary Public in and for New Hampshire do hereby certify that Paul Kayser, personally known to me to be the same person (s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free act and deed on behalf of the identified company, Pretium Canada, with authority to do so. packaging

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 14 day of August, 2019.

Alyssa Amundson
Notary Public



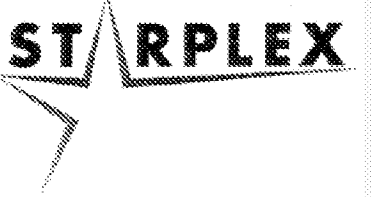
My Commission Expires: 12/23/19

[Signature Page 2 of 2 to Intellectual Property Assignment Agreement]

EXHIBIT A

Registered Trademarks and Pending Applications:

TRADEMARK	COUNTRY	GOODS/SERVICES	STATUS	REG. / APP. NO.
DIP N COUNT	UNITED STATES	09 - Laboratory equipment; namely, a slide and container for use in determining bacteria levels in urine.	Registered. Affidavit W/Renewal due 05 Oct 2019	2283077
DISCAP	UNITED STATES	10 - Medical caps, namely, caps for medical plastic containers for medical liquid specimens	Registered. Affidavit W/Renewal due 21 Jan 2023	2678382
KANGAPACK	UNITED STATES	10 - Medical containers, namely, plastic containers sold empty for medical liquid specimens.	Registered. Affidavit W/Renewal due 27 Sep 2025	3002153
MEDIPLAST	UNITED STATES	21 - Bottles for pharmaceuticals sold empty and bottles for nutraceuticals in pill, tablet, capsule and liquid form, sold empty 40 - Manufacture of bottles to the order and specification of others, namely, manufacture of bottles for pharmaceuticals and nutraceuticals in pill, tablet, capsule and liquid form	Registered. Affidavit W/Renewal Due 07 Apr 2019	3600892
QUICK TURN	UNITED STATES	10 - medical containers, namely, plastic containers sold empty for medical liquid specimens	Registered. Affidavit W/Renewal due 11 Jun 2022	2576946

TRADEMARK	COUNTRY	GOODS/SERVICES	STATUS	REG. / APP. NO.
STAR CLICK 100	UNITED STATES	10 - Containers used for the collection, transportation and storage of clinical specimens	Pending	88/207,315
	UNITED STATES	05 - Diagnostic test kits for clinical, medical laboratory, scientific and research use; cotton swabs for medical, research and scientific purposes 09 - Serum transport vials; centrifuge test and culture tubes; caps and tops for containers for medical and scientific purposes; medical and laboratory vials; histology jars; pipette tips; and microscope slide holders 10 - Medical measuring equipment, namely, blood testing instruments, sterile and non-sterile biological and medical specimen containers; pinworm and faecal collectors; universal collectors, namely 30 milliter specimen containers; dip paddles with media, namely a urine screening device for the detection of bacteria in urine 40 - Manufacture of medical, scientific and laboratory equipment to the order and/or specification of others	Registered Affidavit w/ Renewal due 27 Jan 2024	2807734

TRADEMARK	COUNTRY	GOODS/SERVICES	STATUS	REG. / APP. NO.
VERSATUBE	EUROPEAN UNION	09 - Vials for collection of water samples for quality testing purposes; vials for collection of samples for environmental testing purposes; biological, water and environmental specimen containers; containers for scientific purposes; field sampling and laboratory vials; 10 - Medical specimen containers; containers for medical purposes; medical vials	Registered. Renewal due 22 Aug 2021	010210425

Common Law Trademarks:

- LEAKBUSTER
- MULTITRANS
- SANICULT
- STARSWABS
- HISTOPLEX
- STARPLEX (text only)

Patents:

PATENT NUMBER	COUNTRY	TITLE	Issue Date
8,631,966	US	SPECIMEN CONTAINER WITH CAP HAVING A SNAP-FIT PARTIALLY OPEN POSITION	January 21, 2014
8,216,823	US	TRANSPORT MEDIA	July 10, 2012

Domain Names:

Domain Names
www.starplexscientific.com