

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537524

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Covalence Specialty Adhesives LLC		08/19/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Seal for Life Industries US LLC		
Street Address:	100 Park Avenue, FL 31		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1708179	DIRAX	
Registration Number:	1730200	POWERCRETE	
Registration Number:	1736555	SYNERGY	
Registration Number:	3563732	WATERWRAP	
Registration Number:	1474988	WPC	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216-586-3939		
Email:	kabarrett@jonesday.com, pcyingier@jonesday.com		
Correspondent Name:	Kerry A. Barrett		
Address Line 1:	901 Lakeside Avenue		
Address Line 2:	Jones Day		
Address Line 4:	Cleveland, OHIO 44114-1190		
ATTORNEY DOCKET NUMBER:	988791-600002		
NAME OF SUBMITTER:	Kerry A. Barrett		
SIGNATURE:	/Kerry A. Barrett/		
DATE SIGNED:	08/21/2019		

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Total Attachments: 8

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement"), dated as of August 19, 2019 (the "Effective Date"), is entered into by and between Covalence Specialty Adhesives LLC, a Delaware limited liability company ("Assignor") and Seal for Life Industries US LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns certain trademark registrations and trademark applications set forth on Schedule A (collectively, the "Assigned Marks");

WHEREAS, the Assigned Marks are subject to that certain Share Sale and Purchase Agreement, by and between Berry Global, Inc. ("Berry") and Assignee, among other entities, and dated as of July 23, 2019 (as the same may be further amended, modified, supplemented, or replaced from time to time, the "Share Sale and Purchase Agreement"); and

WHEREAS, pursuant to the Share Sale and Purchase Agreement, Berry agreed to cause Assignor, a wholly-owned subsidiary of Berry, to assign the Assigned Marks to Assignee;

WHEREAS, upon the Effective Date, Assignor desires to assign, transfer, convey and deliver to Assignee the Assigned Marks, subject to the terms and conditions herein;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignment. On the Effective Date, Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all right, title and interest that Assignor has in and to the Assigned Marks, together with (a) all goodwill of the business associated with or symbolized by the trademarks, service marks, trade names, trade dress, corporate names, logos, domain names, URLs and any other source identifiers of any kind or nature, in each case whether or not registered, included in the Assigned Marks, (b) all common law rights therein and in any elements of the Assigned Marks, including underlying word marks and design components, in each case to the extent permitted under applicable law, (c) all registrations that may be granted in any of the foregoing, (d) all extensions and renewals of the foregoing, (e) any past, present or future claims or causes of action (either in law or in equity) arising out of or related to any infringement, dilution or other violation of the Assigned Marks, and the right to sue for damages, injunctive relief or any other remedy or otherwise recover therefor, (f) any and all income, royalties, damages and payments now or hereafter due and/or payable with respect to the Assigned Marks and the right to receive such income, royalties and payments, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made. The assignments contemplated herein are meant to be absolute assignments and not by way of security.

2. Recordation. Assignor hereby authorizes and requests the Director of the U.S. Patent and Trademark Office or any other official of any applicable governmental authority to record Assignee as owner of the Assigned Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

3. Further Assurances. As may be necessary and without further consideration, Assignor shall execute, acknowledge and deliver such other instruments, documents and agreements and shall do such other things as may be reasonably necessary, proper or advisable to carry out its obligations under this Agreement or as may be reasonably necessary, proper or advisable to more completely effectuate, consummate, record, perfect or confirm the transactions contemplated hereby, including by executing and delivering further assignments for the purpose of evidencing, perfecting and recording the assignment of the Assigned Marks in any jurisdictions, such assignments to be in a form reasonably satisfactory to Assignee and sufficient for recordation in the relevant jurisdiction. If Assignor fails to promptly take or execute any of the actions or documents described in this Section 23 after written request by Assignee, Assignor hereby constitutes and appoints Assignee as its true and lawful agent and attorney-in-fact, with full power of substitution, in the name and stead of Assignor but on behalf and for the benefit of Assignee, to take and execute in the name of Assignor any and all actions and documents that may be deemed proper to effectuate, consummate, record, perfect or confirm the transactions contemplated in this Agreement.

4. Ownership. Assignor represents that it is the owner of all rights in and to the Assigned Marks and that it has the right to grant the assignment herein to Assignee.

5. Waiver; Amendment. Neither this Agreement nor any provision hereof shall be waived, amended, modified, changed, supplemented, discharged or terminated except by an instrument in writing executed by the parties.

6. Section Headings. The section headings contained in this Agreement and the schedule thereto are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware without regard to its conflict of laws principles.

8. Counterparts. This Agreement 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 Agreement 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 Agreement.

9. Third Party Rights. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, other than the parties hereto and their respective successors, any rights or remedies under or by reason of this Agreement or any transaction contemplated hereby. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns.

10. Conflict with Share Sale and Purchase Agreement. Notwithstanding anything to the contrary contained in this Agreement, in the event of a direct conflict between this Agreement and the Share Sale and Purchase Agreement, the terms of this Agreement shall govern with respect to the subject matter herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement with effect as of the Effective Date.

ASSIGNOR

COVALENCE SPECIALTY ADHESIVES LLC

By: _____
Name: *Jessie K. Greene*
Title: *EVP*

ASSIGNEE

SEAL FOR LIFE INDUSTRIES US LLC

By: _____
Name: _____
Title: _____

Acknowledgement

State of _____

County of _____

Subscribed and sworn to before me this ___ day _____, 2019

Notary Public

(SEAL)

MY COMMISSION EXPIRES:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement with effect as of the Effective Date.

ASSIGNOR

COVALENCE SPECIALTY ADHESIVES LLC

By: _____
Name:
Title:

ASSIGNEE

SEAL FOR LIFE INDUSTRIES US LLC

By: _____
Name: Roy Seroussi
Title: Director

Acknowledgement

State of _____

County of _____

Subscribed and sworn to before me this ____ day _____, 2019

Notary Public

(SEAL)

MY COMMISSION EXPIRES:

**SCHEDULE A
ASSIGNED MARKS**

MARK	COUNTRY	STATUS	APPLICATION NUMBER	DATE FILED	REGISTRATION NUMBER	REGISTRATION DATE	OWNER
ANODEFLEX	Austria	Registered	IR485030	19-Mar-1984	IR485030	19-Mar-1984	Covalence Specialty Adhesives LLC
ANODEFLEX	Belgium	Registered	00661455	20-Oct-1983	394524	28-Jun-1984	Covalence Specialty Adhesives LLC
ANODEFLEX	Canada	Registered	537188	26-Feb-1985	313180	11-Apr-1986	Covalence Specialty Adhesives LLC
ANODEFLEX	Denmark	Registered	VA198501230	27-Feb-1985	VR198601223	16-May-1986	Covalence Specialty Adhesives LLC
ANODEFLEX	France	Registered	IR485030	19-Mar-1984	IR485030	19-Mar-1984	Covalence Specialty Adhesives LLC
ANODEFLEX	Hungary	Registered	IR485030	19-Mar-1984	IR485030	19-Mar-1984	Covalence Specialty Adhesives LLC
ANODEFLEX	India	Pending	2902137	13-Feb-2015			Covalence Specialty Adhesives LLC
ANODEFLEX	International	Registered	IR485030	19-Mar-1984	IR485030	19-Mar-1984	Covalence Specialty Adhesives LLC
ANODEFLEX	Italy	Registered	IR485030	19-Mar-1984	IR485030	19-Mar-1984	Covalence Specialty Adhesives LLC
ANODEFLEX	Japan	Registered	2015042632	01-May-2015	5950303	26-May-2017	Covalence Specialty Adhesives LLC
ANODEFLEX	Portugal	Registered	IR485030	19-Mar-1984	IR485030	19-Mar-1984	Covalence Specialty Adhesives LLC
ANODEFLEX	Romania	Registered	IR485030	19-Mar-1984	IR485030	19-Mar-1984	Covalence Specialty Adhesives LLC
ANODEFLEX	Russian Federation	Registered	IR485030	19-Mar-1984	IR485030	19-Mar-1984	Covalence Specialty Adhesives LLC
ANODEFLEX	Serbia	Registered	IR485030	19-Mar-1984	IR485030	19-Mar-1984	Covalence Specialty Adhesives LLC
ANODEFLEX	Spain	Registered	IR485030	19-Mar-1984	IR485030	19-Mar-1984	Covalence Specialty Adhesives LLC
ANODEFLEX	Switzerland	Registered	IR485030	19-Mar-1984	IR485030	19-Mar-1984	Covalence Specialty Adhesives LLC

MARK	COUNTRY	STATUS	APPLICATION NUMBER	DATE FILED	REGISTRATION NUMBER	REGISTRATION DATE	OWNER
COVALENCE	India	Pending	2902131	13-Feb-2015	-	-	Covalence Specialty Adhesives LLC
DIRAX	Argentina	Registered	3357189	29-Sept-2014	2750585	07-Sept-2015	Covalence Specialty Adhesives LLC
DIRAX	India	Registered	2884387	16-Jan-2015	2884387	16-Jan-2015	Covalence Specialty Adhesives LLC
DIRAX	United States of America	Registered	74095248	10-Sept-1990	1708179	18-Aug-1992	Covalence Specialty Adhesives LLC
DUALSEAL	Benelux	Registered	0663430	02-Feb-1984	398668	01-Nov-1984	Covalence Specialty Adhesives LLC
DUALSEAL	France	Registered	1259287	01-Feb-1984	1259287	01-Feb-1984	Covalence Specialty Adhesives LLC
POWERCRETE	Canada	Registered	1142740	04-Jun-2002	641792	10-Jun-2005	Covalence Specialty Adhesives LLC
POWERCRETE	India	Pending	2902133	13-Feb-2015	-	-	Covalence Specialty Adhesives LLC
POWERCRETE	Mexico	Registered	549055	29-May-2002	752028	26-Jun-2002	Covalence Specialty Adhesives LLC
POWERCRETE	Mexico	Registered	549056	29-May-2002	752029	26-Jun-2002	Covalence Specialty Adhesives LLC
POWERCRETE	Oman	Registered	36403	11-May-2005	36403	01-Aug-2006	Covalence Specialty Adhesives LLC
POWERCRETE	United States of America	Registered	74091827	22-Aug-1990	1730200	03-Nov-1992	Covalence Specialty Adhesives LLC
RAYCHEM ANODEFLEX	Germany	Registered	1093759	31-Aug-1985	1093759	31-Aug-1985	Covalence Specialty Adhesives LLC
RAYCHEM ANODEFLEX	United Kingdom	Registered	1206332	01-Nov-1983	1206332	01-Nov-1983	Covalence Specialty Adhesives LLC
RAYCLAD	Canada	Registered	319075	17-Jan-1969	165878	24-Oct-1969	Covalence Specialty Adhesives LLC
RAYCLAD	France	Registered	1527241	25-Jan-1988	1527241	25-Jan-1988	Covalence Specialty Adhesives LLC
RAYCLAD	United Kingdom	Registered	UK00000917796	27-Nov-1967	UK00000917796	27-Nov-1967	Covalence Specialty Adhesives LLC
RAYJOINT	Hungary	Registered	M9800931	18-Mar-1998	155333	27-Jan-1999	Covalence Specialty

Schedule A to Assignment Agreement

MARK	COUNTRY	STATUS	APPLICATION NUMBER	DATE FILED	REGISTRATION NUMBER	REGISTRATION DATE	OWNER
(stylized) RayJoint							Adhesives LLC
RAYJOINT (stylized) RayJoint	Poland	Registered	Z.184900	23-Mar-1998	R.129853	04-Jun-2001	Covalence Specialty Adhesives LLC
RAY JOINT (stylized) RayJoint	Switzerland	Registered	022131998	18-Mar-1998	P457225	18-Mar-2000	Covalence Specialty Adhesives LLC
RAYLINK	Finland	Registered	T199403353	05-Jul-1994	137246	05-Apr-1995	Covalence Specialty Adhesives LLC
SYNERGY	Mexico	Registered	237824	19-Jul-1995	500995	11-Aug-1995	Covalence Specialty Adhesives LLC
SYNERGY	United States of America	Registered	74053444	27-Apr-1990	1736555	01-Dec-1992	Covalence Specialty Adhesives LLC
WATERWRAP	United States of America	Registered	77471592	12-May-2008	3563732	20-Jan-2009	Covalence Specialty Adhesives LLC
WEPS	Denmark	Registered	VA199304920	02-Aug-1993	VR199307842	05-Nov-1993	Covalence Specialty Adhesives LLC
WEPS	Finland	Registered	T199303399	03-Aug-1993	132600	20-Jun-1994	Covalence Specialty Adhesives LLC
WEPS	Germany	Registered	2070903	03-Aug-1993	2070903	12-Jul-1994	Covalence Specialty Adhesives LLC
WEPS	Poland	Registered	Z123833	05-Aug-1993	R.086004	05-Aug-1993	Covalence Specialty Adhesives LLC
WEPS	Sweden	Registered	199306956	03-Aug-1993	257535	22-Apr-1994	Covalence Specialty Adhesives LLC
WPC	United States of America	Registered	73668107	18-Jun-1987	1474988	02-Feb-1988	Covalence Specialty Adhesives LLC

TRADEMARK

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