

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM533221

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Berry Global, Inc.		07/23/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Seal for Life Industries US LLC		
Street Address:	100 Park Avenue		
Internal Address:	FL 31		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	[REDACTED] Limited Liability Company, DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3854524	COVALENCE	
Registration Number:	1708179	DIRAX	
Registration Number:	2707884	POWERCRETE	
Registration Number:	1730200	POWERCRETE	
Registration Number:	1736555	SYNERGY	
Registration Number:	3563732	WATERWRAP	
Registration Number:	1474988	WPC	
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:	2165867005		
Email:	kabarrett@jonesday.com		
Correspondent Name:	Kerry Barrett		
Address Line 1:	901 Lakeside Ave		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Kerry A. Barrett		
SIGNATURE:	/Kerry A. Barrett/		

CH \$190.00 3854524

DATE SIGNED:	07/23/2019
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Total Attachments: 12

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Agreement”), dated as of July 23, 2019 (the “Effective Date”), is entered into by and between Berry Global, Inc., a Delaware corporation (“Assignor”) and Seal for Life Industries US LLC, a Delaware limited liability company (“Assignee”).

W I T N E S S E T H:

WHEREAS, Assignor owns that certain trademark application set forth on Schedule A (the “Assigned Mark”); and

WHEREAS, upon the Effective Date, Assignor desires to assign, transfer, convey and deliver to Assignee the Assigned Mark, 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 Mark, 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 Mark, (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 Mark, 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 Mark 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 Mark 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 Mark 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 12 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 Mark 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.

[SIGNATURE PAGES FOLLOW]

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

ASSIGNOR

BERRY GLOBAL, INC.

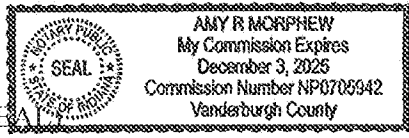
By: _____
Name: Jason K. Greene
Title: EVP

Acknowledgement

State of Indiana

County of Vanderburgh

Subscribed and sworn to before me this 15th day July, 2019

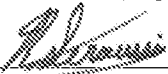


Amy R. Morphew
Notary Public

MY COMMISSION EXPIRES: 12-3-2025

ASSIGNEE

SEAL FOR LIFE INDUSTRIES US LLC

By:  _____

Name: Roy Seroussi

Title: Authorized Person

Acknowledgement

State of _____

County of _____

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

Notary Public

(SEAL)

MY COMMISSION EXPIRES:

**SCHEDULE A
ASSIGNED MARK**

MARK	COUNTRY	STATUS	APPLICATION NUMBER	DATE FILED	REGISTRATION NUMBER	REGISTRATION DATE	OWNER
ANODEFLEX	Austria	Registered	IR485030	19-Mar-1984	IR485030	19-Mar-1984	Berry Global, Inc.
ANODEFLEX	Benelux	Registered	00661455	20-Oct-1983	394524	28-Jun-1984	Berry Global, Inc.
ANODEFLEX	Brazil	Registered	812109457	26-Jul-1985	812109457	14-Apr-1987	Berry Global, Inc.
ANODEFLEX	Canada	Registered	537188	26-Feb-1985	313180	11-Apr-1986	Berry Global, Inc.
ANODEFLEX	Denmark	Registered	V A198501230	27-Feb-1985	VR198601223	16-May-1986	Berry Global, Inc.
ANODEFLEX	France	Registered	IR485030	19-Mar-1984	IR485030	19-Mar-1984	Berry Global, Inc.
ANODEFLEX	Hungary	Registered	IR485030	19-Mar-1984	IR485030	19-Mar-1984	Berry Global, Inc.
ANODEFLEX	India	Pending	2902137	13-Feb-2015			Berry Global, Inc.
ANODEFLEX	International	Registered	IR485030	19-Mar-1984	IR485030	19-Mar-1984	Berry Global, Inc.
ANODEFLEX	Italy	Registered	IR485030	19-Mar-1984	IR485030	19-Mar-1984	Berry Global, Inc.
ANODEFLEX	Japan	Registered	2015042632	01-May-2015	5950303	26-May-2017	Berry Global, Inc.

MARK	COUNTRY	STATUS	APPLICATION NUMBER	DATE FILED	REGISTRATION NUMBER	REGISTRATION DATE	OWNER
ANODEFLEX	Portugal	Registered	IR485030	19-Mar-1984	IR485030	19-Mar-1984	Berry Global, Inc.
ANODEFLEX	Romania	Registered	IR485030	19-Mar-1984	IR485030	19-Mar-1984	Berry Global, Inc.
ANODEFLEX	Russian Federation	Registered	IR485030	19-Mar-1984	IR485030	19-Mar-1984	Berry Global, Inc.
ANODEFLEX	Serbia	Registered	IR485030	19-Mar-1984	IR485030	19-Mar-1984	Berry Global, Inc.
ANODEFLEX	Spain	Registered	IR485030	19-Mar-1984	IR485030	19-Mar-1984	Berry Global, Inc.
ANODEFLEX	Switzerland	Registered	IR485030	19-Mar-1984	IR485030	19-Mar-1984	Berry Global, Inc.
COVALENCE	Brazil	Pending	910671656	24-Feb-2016	-	-	Berry Global, Inc.
COVALENCE	Brazil	Pending	910671850	24-Feb-2016	-	-	Berry Global, Inc.
COVALENCE	Canada	Pending	1766683	05-Feb-2016	-	-	Berry Global, Inc.
COVALENCE	China	Registered	19112218	18-Feb-2016	19112218	21-Mar-2017	Berry Global, Inc.
COVALENCE	China	Registered	19112339	18-Feb-2016	19112339	21-Mar-2017	Berry Global, Inc.
COVALENCE	European Union	Registered	015092125	08-Feb-2016	015092125	15-Jun-2016	Berry Global, Inc.

MARK	COUNTRY	STATUS	APPLICATION NUMBER	DATE FILED	REGISTRATION NUMBER	REGISTRATION DATE	OWNER
COVALENCE	France	Registered	015092125	08-Feb-2016	015092125	08-Feb-2016	Berry Global, Inc.
COVALENCE	India	Pending	2902131	13-Feb-2015	-	-	Berry Global, Inc.
COVALENCE	Japan	Registered	2016015221	12-Feb-2016	5868765	22-Jul-2016	Berry Global, Inc.
COVALENCE	Mexico	Registered	1712285	10-Feb-2016	1761533	07-Jun-2017	Berry Global, Inc.
COVALENCE	Mexico	Registered	1712284	10-Feb-2016	1650295	01-Jul-2016	Berry Global, Inc.
COVALENCE	Russian Federation	Registered	2016703294	08-Feb-2016	607208	01-Mar-2017	Berry Global, Inc.
COVALENCE	Russian Federation	Registered	2016703295	08-Feb-2016	607209	01-Mar-2017	Berry Global, Inc.
COVALENCE	United Arab Emirates	Pending	251055	28-Mar-2016	-	-	Berry Global, Inc.
COVALENCE	United Arab Emirates	Pending	251064	28-Mar-2016	-	-	Berry Global, Inc.
COVALENCE	United States of America	Registered	77704030	01-Apr-2009	3854524	28-Sept-2010	Berry Global, Inc.
DIRAX	Argentina	Registered	3357189	29-Sept-2014	2750585	07-Sept-2015	Berry Global, Inc.
DIRAX	Australia	Registered	540460	20-Aug-1990	540460	17-Dec-1991	Berry Global, Inc.

MARK	COUNTRY	STATUS	APPLICATION NUMBER	DATE FILED	REGISTRATION NUMBER	REGISTRATION DATE	OWNER
DIRAX	European Union	Registered	8446866	23-Jul-2009	8446866	31-May-2010	Berry Global, Inc.
DIRAX	India	Registered	2884387	16-Jan-2015	2884387	16-Jan-2015	Berry Global, Inc.
DIRAX	United States of America	Registered	74095248	10-Sept-1990	1708179	18-Aug-1992	Berry Global, Inc.
DUALSEAL	Benelux	Registered	0663430	02-Feb-1984	398668	01-Nov-1984	Berry Global, Inc.
DUALSEAL	France	Registered	1259287	01-Feb-1984	1259287	01-Feb-1984	Berry Global, Inc.
DUALSEAL	Italy	Registered	301994900356047	22-Mar-1994	694167	12-Apr-1996	Berry Global, Inc.
POWERCRETE	Canada	Registered	1142740	04-Jun-2002	641792	10-Jun-2005	Berry Global, Inc.
POWERCRETE	China	Registered	7227442	02-Mar-2009	7227442	28-Sept-2010	Berry Global, Inc.
POWERCRETE	China	Registered	7227443	02-Mar-2009	7227443	28-Sept-2010	Berry Global, Inc.
POWERCRETE	India	Pending	2902133	13-Feb-2015	-	-	Berry Global, Inc.
POWERCRETE	Mexico	Registered	549055	29-May-2002	752028	26-Jun-2002	Berry Global, Inc.
POWERCRETE	Mexico	Registered	549056	29-May-2002	752029	26-Jun-2002	Berry Global, Inc.

MARK	COUNTRY	STATUS	APPLICATION NUMBER	DATE FILED	REGISTRATION NUMBER	REGISTRATION DATE	OWNER
POWERCRETE	Oman	Registered	36403	11-May-2005	36403	01-Aug-2006	Berry Global, Inc.
POWERCRETE	United Arab Emirates	Registered	73304	19-Sept-2005	60804	20-Jun-2006	Berry Global, Inc.
POWERCRETE	United States of America	Registered	76335963	09-Nov-2001	2707884	15-Apr-2003	Berry Global, Inc.
POWERCRETE	United States of America	Registered	74091827	22-Aug-1990	1730200	03-Nov-1992	Berry Global, Inc.
POWERCRETE (in chinese characters) 柏罗特	China	Registered	7227440	02-Mar-2009	7227440	28-Sept-2010	Berry Global, Inc.
POWERCRETE (in chinese characters) 柏罗特	China	Registered	7227441	02-Mar-2009	7227441	28-Sept-2010	Berry Global, Inc.
RAYCHEM ANODEFLEX	Germany	Registered	1093759	31-Aug-1985	1093759	31-Aug-1985	Berry Global, Inc.
RAYCHEM ANODEFLEX	United Kingdom	Registered	1206332	01-Nov-1983	1206332	01-Nov-1983	Berry Global, Inc.
RAYCHEM DUALSEAL	Austria	Registered	2901984	01-Feb-1984	106228	06-Jul-1984	Berry Global, Inc.
RAYCHEM DUALSEAL	Germany	Registered	1067823	04-Feb-1984	1067823	04-Sept-1984	Berry Global, Inc.
RAYCHEM DUALSEAL	Sweden	Registered	198400968	07-Feb-1984	193158	05-Oct-1984	Berry Global, Inc.

MARK	COUNTRY	STATUS	APPLICATION NUMBER	DATE FILED	REGISTRATION NUMBER	REGISTRATION DATE	OWNER
RAYCLAD	Australia	Registered	215395	04-Dec-1967	215395	04-Dec-1967	Berry Global, Inc.
RAYCLAD	Canada	Registered	319075	17-Jan-1969	165878	24-Oct-1969	Berry Global, Inc.
RAYCLAD	France	Registered	1527241	25-Jan-1988	1527241	25-Jan-1988	Berry Global, Inc.
RAYCLAD	Italy	Registered	301998900659604	27-Feb-1998	830173	01-Oct-2001	Berry Global, Inc.
RAYCLAD	United Kingdom	Registered	UK00000917796	27-Nov-1967	UK00000917796	27-Nov-1967	Berry Global, Inc.
RAYJOINT	China	Registered	7983046	11-Jan-2010	7983046	14-Feb-2011	Berry Global, Inc.
RAYJOINT	European Union	Registered	8910002	25-Feb-2010	8910002	19-Oct-2010	Berry Global, Inc.
RAYJOINT	Japan	Registered	0307521998	09-Apr-1998	4282744	11-Jun-1999	Berry Global, Inc.
RAYJOINT	Republic of Korea	Registered	4020130006479	01-Feb-2013	401012487	12-Dec-2013	Berry Global, Inc.
RAYJOINT (stylized) RayJoint	Czech Republic	Registered	130999	19-Mar-1998	216718	29-Mar-1999	Berry Global, Inc.
RAYJOINT (stylized) RayJoint	Hungary	Registered	M9800991	18-Mar-1998	155333	27-Jan-1999	Berry Global, Inc.
RAYJOINT (stylized) RayJoint	Poland	Registered	Z.184900	23-Mar-1998	R.129853	04-Jun-2001	Berry Global, Inc.

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RAYJOINT (stylized) RayJoint	Russian Federation	Registered	98704541	20-Mar-1998	178954	20-Aug-1999	Berry Global, Inc.
RAY JOINT (Stylized) RayJoint	Switzerland	Registered	022131998	18-Mar-1998	P457225	18-Mar-2000	Berry Global, Inc.
RAYLINK	Finland	Registered	T199403353	05-Jul-1994	137246	05-Apr-1995	Berry Global, Inc.
RAYTRANS	France	Registered	1368865	28-Aug-1986	1368865	28-Aug-1986	Berry Global, Inc.
SYNERGY	Mexico	Registered	237824	19-Jul-1995	500995	11-Aug-1995	Berry Global, Inc.
SYNERGY	United States of America	Registered	74053444	27-Apr-1990	1736555	01-Dec-1992	Berry Global, Inc.
TPS	Venezuela	Registered	6606-1983	25-Apr-1986	120186	25-Apr-1986	Berry Global, Inc.
WATERWRAP	United States of America	Registered	77471592	12-May-2008	3563732	20-Jan-2009	Berry Global, Inc.
WEPS	Austria	Registered	372593	06-Aug-1993	150068	19-Nov-1993	Berry Global, Inc.
WEPS	Denmark	Registered	VA199304920	02-Aug-1993	VR199307842	05-Nov-1993	Berry Global, Inc.
WEPS	Finland	Registered	T199303399	03-Aug-1993	132600	20-Jun-1994	Berry Global, Inc.

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WEPS	Germany	Registered	2070903	03-Aug-1993	2070903	12-Jul-1994	Berry Global, Inc.
WEPS	Poland	Registered	Z123833	05-Aug-1993	R.086004	05-Aug-1993	Berry Global, Inc.
WEPS	Sweden	Registered	199306956	03-Aug-1993	257535	22-Apr-1994	Berry Global, Inc.
WEPS	Switzerland	Registered	095851993	08-Mar-1993	415291	03-Aug-1993	Berry Global, Inc.
WPC	Venezuela	Registered	6608-1983	25-Apr-1983	120188	25-Apr-1986	Berry Global, Inc.
WPC	United States of America	Registered	73668107	18-Jun-1987	1474988	02-Feb-1988	Berry Global, Inc.

TRADEMARK

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