

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544083

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TC Manufacturing Co., Inc.		09/30/2019	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Command Packaging Texas, LLC		
Street Address:	8801 Frazier Pike		
City:	Little Rock		
State/Country:	ARKANSAS		
Postal Code:	72206		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4419608	ENVIROSHEETS	
Registration Number:	4441069	PLANTASTIC	
Registration Number:	4681671	PAK-SHER	
Registration Number:	1180159	QUICKSHEETS	
Registration Number:	4298196	CATER-AID	
Registration Number:	1756825	SHER-ZIP	
Registration Number:	2948948	ORIGINAL WAVE BAG	
CORRESPONDENCE DATA			
Fax Number:	3367338473		
<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:	3367213747		
Email:	trademarkswinston@wbd-us.com		
Correspondent Name:	Randel S. Springer		
Address Line 1:	Womble Bond Dickinson (US) LLP		
Address Line 2:	One West Fourth Street		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101		
ATTORNEY DOCKET NUMBER:	68912.0014.3		
NAME OF SUBMITTER:	Randel S. Springer		
SIGNATURE:	/Randel S. Springer/		

CH \$190.00 4419608

DATE SIGNED:	10/07/2019
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Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **Intellectual Property Assignment Agreement** (the "IP Assignment"), dated as of September 30, 2019, is made by TC Manufacturing Co., Inc., an Illinois corporation ("Seller"), in favor of Command Packaging Texas, LLC, a Texas limited liability company ("Buyer"), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement, dated as of August 27, 2019, by and between Buyer and Seller (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications, as applicable, set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");

(b) the trademark registrations and applications, as applicable, set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) 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

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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 no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's

request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP 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 IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

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IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first above written.

TC Manufacturing Co., Inc.

By: 

Name: Herbert L. Stern, III

Title: Chairman, President, & Secretary

Address for Notices:

TC Manufacturing Co., Inc.

c/o Dinsmore & Shohl LLP

227 W. Monroe, Suite 3850

Chicago, Illinois 60606

Attn: Robert A. Lucas

Command Packaging Texas, LLC

By: _____

Name: Sean Whiteley

Title: Chief Executive Officer

Address for Notices:

Command Packaging Texas, LLC

c/o Delta Plastics of the South, LLC

Attn: Sean Whiteley, CEO

8801 Frazier Pike

Little Rock, Arkansas 72206

Email: swhiteley@deltapl.com

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first above written.

TC Manufacturing Co., Inc.

By: _____

Name: Herbert L. Stern, III

Title: Chairman, President, & Secretary

Address for Notices:

TC Manufacturing Co., Inc.

c/o Dinsmore & Shohl LLP

227 W. Monroe, Suite 3850

Chicago, Illinois 60606

Attn: Robert A. Lucas

Command Packaging Texas, LLC

By:  _____

Name: Sean Whiteley

Title: Chief Executive Officer

Address for Notices:

Command Packaging Texas, LLC

c/o Delta Plastics of the South, LLC

Attn: Sean Whiteley, CEO

8801 Frazier Pike

Little Rock, Arkansas 72206

Email: swhiteley@deltapl.com

SCHEDULE 1

ASSIGNED PATENT(S)

Module	Record ID	Record name	Application Number	Application Date	Reg. / Grant number	Reg. / Grant date
Patent	US-PF-10222/US	Beverage Caddy (Storage Bag design)	29461985	30-Jul-2013	D702132	08-Apr-2014

SCHEDULE 2

ASSIGNED TRADEMARK(S)

Module	Record ID	Record name	Application Number	Application Date	Reg. / Grant number	Reg. / Grant date
Trademark	US-TF-10144/US	ENVIROSHEETS	85678513	16-Jul-2012	4419608	15-Oct-2013
Trademark	US-TF-10088/US	PLANTASTIC	85679215	17-Jul-2012	4441069	26-Nov-2013
Trademark	US-TF-10293/US	PAK-SHER	86321902	26-Jun-2014	4681671	03-Feb-2015
Trademark	US-TF-10142/US	QUICKSHEETS	73288247	03-Dec-1980	1180159	01-Dec-1981
Trademark	US-TF-10186/US	CATER-AID	85679995	18-Jul-2012	4298196	05-Mar-2013
Trademark	US-TF-10140/US	SHER-ZIP	74297086	09-Mar-1993	1756825	09-Mar-1993
Trademark	US-TF-10294/US	ORIGINAL WAVE BAG	76448401	05-Sep-2002	2948948	10-May-2005