

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546579

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zenith Specialty Bag Co., Inc.		10/01/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BagcraftPapercon I, LLC		
Street Address:	101 East Carolina Avenue		
City:	Hartsville		
State/Country:	SOUTH CAROLINA		
Postal Code:	29550		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4823421	EAT AND RUN	
CORRESPONDENCE DATA			
Fax Number:	8032559831		
<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:	704-417-3126		
Email:	ip@nelsonmullins.com		
Correspondent Name:	Susan S. Jackson		
Address Line 1:	301 South College Street		
Address Line 2:	One Wells Fargo Center, 23rd Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Susan S. Jackson		
SIGNATURE:	/Susan S. Jackson, Reg. No. 41302/		
DATE SIGNED:	10/24/2019		
Total Attachments: 5			
source=Trademark Assignment#page1.tif			
source=Trademark Assignment#page2.tif			
source=Trademark Assignment#page3.tif			
source=Trademark Assignment#page4.tif			
source=Trademark Assignment#page5.tif			

CH \$40.00 4823421

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of October 1, 2019 (the "Effective Date"), is by and among Zenith Specialty Bag Co., Inc., a California corporation ("Company"), and BagcraftPapercon I, LLC, a Delaware limited liability company ("Assignee") (each, a "Party" and collectively, the "Parties"). All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement (defined herein below).

WHEREAS, Company and Assignee are entering into that certain Asset Purchase Agreement, dated as of October 1, 2019 (the "Purchase Agreement"), by and among Company, Assignee, the shareholders of Company listed on the signature pages thereto, and Scott Anderson, as the Sellers' Representative, pursuant to which Company has agreed to sell, convey, assign, transfer and deliver to Assignee all of its right, title, and interest in and to the Purchased Assets, including the Trademarks set forth in Schedule A, including all common law rights held by Company with respect thereto and all goodwill associated with and appurtenant thereto (the "Assigned Trademarks"); and

WHEREAS, pursuant to the Purchase Agreement, Company and Assignee have agreed to the assignment of the Assigned Trademarks by Company to Assignee by entering into this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Conveyance. Company does hereby sell, convey, assign, transfer and deliver to Assignee, all of its right, title and interest in and to: (i) the Assigned Trademarks and all renewals and extensions thereof, and (ii) all benefits, privileges, causes of action, and remedies relating thereto throughout the world, including, without limitation, all of its rights to: (a) apply for and maintain all registrations, renewals and/or extensions thereof; (b) claim priority under United States law or international convention; (c) bring actions and recover damages for past, present and future infringement or other violation thereof; and (d) grant licenses or other interests therein.

2. Recordation. Company hereby authorizes the United States Commissioner of Patents and Trademarks to record Assignee as the owner of the Assigned Trademarks as assignee of its entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Trademarks.

3. Further Assurances. Company shall provide Assignee and its successors and assigns reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, or other documentation as may be reasonably required) as are reasonably requested in writing by Assignee to effect, register or maintain the rights assigned herein, including: (i) the preparation and prosecution by Assignee of any applications or registrations assigned herein; and (ii) the

prosecution or defense by Assignee of any interference, opposition, infringement or other proceeding that may arise in connection with any of the rights assigned herein.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

COMPANY:

ZENITH SPECIALTY BAG CO., INC.

By: _____

Name: Scott Anderson

Title: President

Acknowledged and Accepted:

ASSIGNEE:

BAGCRAFTPAPERCON I, LLC

By: _____

Name: Stanley B. Bikulege

Title: CEO

Signature Page to Trademark Assignment

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

COMPANY:

ZENITH SPECIALTY BAG CO., INC.

By: _____

Name: Scott Anderson

Title: President

Acknowledged and Accepted:

ASSIGNEE:

BAGCRAFTPAPERCON I, LLC

By: Stanley B. Bikulege


Name: Stanley B. Bikulege

Title: CEO

Signature Page to Trademark Assignment

Schedule A

Assigned Trademarks

Mark	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
EAT AND RUN (& design) 	U.S.	86336559	14-Jul-2014	4823421	09-Sep-2015

~#4828-0740-5720~