

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570181

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pro-Pak Industries, Inc.		03/31/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Presco Polymers Opco, Inc.		
Street Address:	1201 E. Pecan Street		
City:	Sherman		
State/Country:	TEXAS		
Postal Code:	75090-6227		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5587334	TRACER-LOCK	
Registration Number:	3293801	PRO-LINE SAFETY PRODUCTS	
Registration Number:	3312005	TAPE TENDER	
Registration Number:	3414602	WE COVER THE WORLD WITH SAFETY	
Registration Number:	3810245	PRO-TRACE	
Registration Number:	2276613	LINEGUARD	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
<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:	6158508791		
Email:	patentdocket@wallerlaw.com		
Correspondent Name:	Blake M. Bernard		
Address Line 1:	511 Union Street		
Address Line 2:	Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	034700.92702		
NAME OF SUBMITTER:	Blake M. Bernard		
SIGNATURE:	/Blake M. Bernard, Reg. No. 72435/		
DATE SIGNED:	04/02/2020		

OP \$165.00 5587334

Total Attachments: 9

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the “Assignment”) is made and entered into as of March 31, 2020 (the “Effective Date”), by and between **Presco Polymers Opco, Inc.**, a Delaware corporation (“Assignee”), and **Pro-Pak Industries, Inc.**, a Illinois limited liability company (the “Assignor”, and collectively with the Assignee, the “Parties”).

WHEREAS, the Parties desire for all Intellectual Property (defined below) of the Assignor to be owned by the Assignee;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1.1. Assignment of Intellectual Property. Subject to the terms and conditions of this Assignment, the Assignor agrees to and does hereby assign, transfer, and convey to Assignee, as of the Effective Date of this Assignment, free and clear of all liens and other encumbrances, all of their worldwide right, title, and interest in and to any intellectual property (including, without limitation the Marks, Copyrights, Patents, Domain Names, Other IP, and Works, collectively, the “Intellectual Property”) owned by the Assignor as of the Effective Date or acquired thereafter, including, but not limited to, the following Intellectual Property:

- a. all trade names, trademarks, service marks, brand names, corporate names, assumed names, business names, certification marks, trade dresses, logos, designs, slogans, and all other indicia of origin, whether in word mark, stylized or design format, registered and unregistered, throughout the world and owned by the Assignor, including without limitation those listed in Schedule 1.1 (a) (collectively “Marks”), together with the goodwill of the Assignor and/or any affiliates associated with and symbolized by the Marks and all rights, claims and privileges pertaining to such Marks, including, without limitation, the right to prosecute and maintain trademark applications and registrations for such Marks, and the right to sue and recover damages for past, present, and future infringement of such Marks; provided that, to the extent any application for any Mark cannot be assigned by the Assignor to Assignee on the Effective Date due to the policies or procedures of the applicable government trademark office, the Assignor agrees to promptly assign, transfer, and convey such application to Assignee as soon as such application is first capable of being assigned, transferred or conveyed;
- b. all copyrights, registered and unregistered, owned by the Assignor, including without limitation those listed in Schedule 1.1 (b) (collectively “Copyrights”), together with the right to prosecute and maintain copyright applications and registrations for any such copyrights, and the right to sue and recover damages for past, present, and future infringement of such copyrights, and with respect to any photos, images, pictures, or logos utilized in connection with the business of the Assignor that include the name and/or likeness of Assignor, all rights of publicity and rights to use the name and/or likeness of the Assignor;
- c. all patents and patent applications (respectively issued or filed throughout the world) owned by the Assignor as well as any reexaminations, extensions and reissues thereof and any divisionals, continuations, continuation-in-parts, reissuances, re-examinations or extensions thereof, and any other applications or patents that claim priority from such patents and applications, including, without limitation, any foreign applications or patents

corresponding thereto, including without limitation those listed in Schedule 1.1 (c) (collectively, “**Patents**”), and all rights, claims and privileges pertaining thereto, including, without limitation, rights to the underlying inventions, the right to prosecute and maintain such Patents, and the right to sue and recover damages for past, present, and future infringement of such Patents;

- d. all Internet domain names and uniform resource locators, and all registrations and applications thereof, owned by the Assignor, including without limitation those listed in Schedule 1.1 (d) (collectively “**Domain Names**”); and
- e. all other intellectual property and other proprietary rights related to the Assignor’s business and owned by the Assignor, including, without limitation, know-how, trade secrets, inventions (whether or not patentable), invention disclosures, mask works, ideas, processes, formulas, recipes, software, databases, manuals, source and object codes, data, programs, firmware, user interfaces, other works of authorship, know-how, improvements, discoveries, developments, designs, techniques, technology, technical data or Information, works of authorship, and other documentation, data and information, and all rights, claims and privileges pertaining thereto, including, without limitation, the right to sue and recover damages for past, present and future infringement of such intellectual property and proprietary rights, including without limitation those listed in Schedule 1.1 (e) (collectively “**Other IP**”).

1.2. Waiver of Moral Rights. The Assignor hereby waives all Moral Rights in the works for which the Assignor’s copyright is assigned hereunder (“**Works**”). For the purpose of this Section 1.2, the term “**Moral Rights**” means any and all moral rights arising under any Copyright Act (including without limitation the US or Canada) as amended (or any successor legislation of similar force and effect) or similar legislation in other applicable jurisdictions or at common law that such individual, as author has with respect to any copyrighted works prepared by such individual including without limitation, the right to attribution of authorship, the right to restrain or claim damages for any distortion, mutilation, or other modification of such work and right to prohibit any use of any such work in association with a product, service, cause, or institution that might be prejudiced to such individual’s honor or reputation. The Assignor will confirm such waiver from time to time as requested by Assignee.

1.3. Further Assurances. The Assignor shall take all reasonably necessary actions requested by Assignee and execute any documents as may be reasonably requested by Assignee from time to time to fully vest or perfect in Assignee all right, title, and interest in and to the Intellectual Property. Such actions shall include, without limitation, execution of separate assignment documents to be recorded or filed with a domestic or foreign patent office, if so requested by Assignee, and providing any documents and information useful or necessary to prosecute any application to register or issue any of the Marks or copyrights or Patents, maintain any of the foregoing, or pursue or defend any administrative, court, or other legal proceeding involving any of the Intellectual Property. Should the Assignor, in the opinion of Assignee, fail to comply or take any action to comply with a request made by Assignee pursuant to this Section 1.3, then the Assignor hereby irrevocably appoints the duly authorized officers and agents of the Assignee as the agent and attorney in fact with authority to do all things and execute and deliver, on behalf of and in the name of the Assignor, all applications, specifications, oaths, assignments, and all other instruments which Assignee shall deem necessary in order to vest or perfect in Assignee all right, title, and interest in and to the Intellectual Property, or to carry out fully the provisions of this Agreement, such power of attorney being coupled with an interest.

1.4. No Other Grant of Rights/Abandonment of Intellectual Property by Assignor. Nothing in this Assignment will be construed to confer any ownership interest, license, or other rights upon the Assignor

by implication, estoppel, or otherwise as to any technology, intellectual property rights, or products, regardless of whether such technology, intellectual property rights, or products are dominant, subordinate, or otherwise related to any Intellectual Property. Upon execution of this Agreement, Assignor shall cease using any of the Intellectual Property in commerce, and shall take any necessary steps to abandon or remove any Intellectual Property from any official business entity filings, business names, or assumed names of the Assignor in any jurisdiction in which the Intellectual Property is used or registered by Assignor.

1.5. Third Party Proprietary Rights. The Assignor understands that Assignee respects third party proprietary rights and does not desire to acquire any trade secrets or confidential information of any third party for which disclosure has not been requested by Assignee and authorized by such third party. Each Assignor represents and warrants to Assignee that: (a) the execution and delivery of this Agreement has been duly authorized by all necessary corporate action and it is not under any pre-existing obligation inconsistent with the terms of this Assignment; (b) the Intellectual Property is rightfully owned by the Assignor, free and clear of any claims or encumbrances of any kind, and, to the best of the Assignor's knowledge, will not infringe any patent, copyright or other proprietary right or violate a trade secret of any person or entity; (c) Assignor's delivery of this instrument has not and will not violate or conflict with or result in a breach of any terms, conditions, duties or obligations the Assignor has to any third party or any other rights of any third party; (d) Assignor has not authorized any third party to use, or granted any option to acquire any rights to or licenses to use any of the Intellectual Property, nor has the Assignor covenanted or agreed with any third party not to sue or otherwise enforce any legal rights with respect to any of the Intellectual Property; (e) there is no other Intellectual Property related to the Assignor's business other than those assets listed in Schedules 1.1(a)-(e). The representations and warranties of this Section 1.5 shall survive the date of this instrument.

1.6. Indemnity. Assignor shall indemnify, defend, and hold harmless Assignee and its affiliates, and each of Assignee's and its affiliates' respective officers, directors, employees, agents, successors, and assigns against all losses arising out of or resulting from any third party claim, suit, action, or other proceeding related to or arising out of or resulting from any Assignor's breach of any representation, warranty, covenant, or obligation under this Agreement.

1.7. Inurement. This Assignment shall be binding upon and inure to the benefit of the Assignee and its respective successors and assigns.

1.8. Prior Agreements. This Agreement does not supersede or terminate any prior agreement between the Assignor and the Assignee. In the event of a conflict between this Assignment and any other prior agreement, this Assignment shall control.

1.9. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

1.10. Counterparts. This Assignment may be executed and delivered in counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument and shall be governed by, and construed in accordance with, the laws of the State of Texas.

1.11. Disputes. Any disputes that may arise in connection with this Assignment shall be adjudicated in any state or federal court in the state of Delaware. Assignor hereby acknowledges that the breach of any section of this Agreement may cause irreparable harm to Assignee, including the terms in Section 1.4. Assignee shall be entitled to seek injunctive relief as a remedy in the event any terms of this Agreement are breached by Assignor.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed as of the Effective Date.

ASSIGNOR:

PRO-PAK INDUSTRIES, INC.

By: David E. Chisum

Name: David Chisum

Title: Chief Financial Officer

ASSIGNEE:

PRESCO POLYMERS OPCO, INC.

By: David E. Chisum

Name: David Chisum

Title: Chief Financial Officer

**SCHEDULE 1.1 (a)
Trademarks**

Trade Names

Name	Legal Status
1. "Pro-Pak Industries, Inc."	Registered corporate name in Illinois
2. "Pro-line Wire & Cable"	Registered assumed name in Illinois
3. "Pro-Line Safety Products Company"	Registered assumed name in Illinois
4. "Pro-Line Safety Products"	Unregistered assumed name
5. "Creative Impressions"	Unregistered assumed name

Registered Trademarks

Trademark	Serial Number	Registration Number
1. "Tracer-Lock"	87497367	5587334
2. "Pro-Line Safety Products"	78848284	3293801
3. "Tape Tender"	78848132	3312005
4. "We Cover the World with Safety"	78848195	3414602
5. "Pro-Trace"	77864917	3810245
6. "LINEGUARD"	75391422	2276613

SCHEDULE 1.1 (b)

Copyrights

Registered Copyrights

Title	Registration Number	Registration Date	Jurisdiction
1. Pro-line safety products.	VA0001342778	4/3/2006	United States Copyright Office
2. Pro-line safety products 2005 catalog and insert.	TX0006499148	4/3/2006	United States Copyright Office
3. Pro-Line safety products safety information card.	TX0006487921	4/4/2006	United States Copyright Office
4. Specification booklet 1995.	TX0006218204	8/1/2005	United States Copyright Office
5. Specification booklet 2005.	TX0006219552	8/1/2005	United States Copyright Office

SCHEDULE 1.1 (c)

Patents

SCHEDULE 1.1 (d)

Domain Names

- www.prolinesafety.com
- www.prolinesafetyproducts.com

SCHEDULE 1.1 (e)

Other IP