

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578391

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
9K Holdings, LLC		10/17/2019	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Roberts Polypro Inc.		
Street Address:	5416 Wyoming Avenue		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28273		
Entity Type:	Corporation: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2442663	GRIP-PAK	
Registration Number:	5810340	CRAFT-PAK	
CORRESPONDENCE DATA			
Fax Number:	9374436635		
<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:	513-352-6719		
Email:	trademarks@thompsonhine.com		
Correspondent Name:	Michael J. Nieberding		
Address Line 1:	10050 Innovation Drive, Suite 400		
Address Line 2:	Thompson Hine LLP		
Address Line 4:	Dayton, OHIO 45342		
ATTORNEY DOCKET NUMBER:	070117-021US11e 12e jmb		
NAME OF SUBMITTER:	Michael J. Nieberding		
SIGNATURE:	/michael j nieberding/		
DATE SIGNED:	05/28/2020		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of October 17, 2019, is made by 9K Holdings, LLC (“**Seller**”), an Illinois limited liability company, in favor of Roberts Polypro Inc. (“**Buyer**”), a South Carolina corporation, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement among Buyer, Seller, Dennis Kuta, and Renee Kuta dated as of the date hereof (the “**Purchase Agreement**”).

WHEREAS, under the terms of the 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 trademark registrations and applications set forth on Schedule 1 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;

(b) the domain names set forth on Schedule 2 hereto, including the current registrations thereof;

(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 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 reasonable 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 Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the 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 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 Purchase Agreement and the terms hereof, the terms of the 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 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.

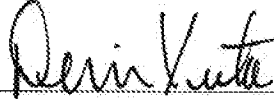
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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).

[SIGNATURE PAGE FOLLOWS]

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

9K HOLDINGS, LLC

By: 

Name: Dennis Kuta

Title: Manager

Address for Notices:

9K Holdings, LLC
22 Citation Circle
Wheaton, IL 60189

AGREED TO AND ACCEPTED:

ROBERTS POLYPRO INC.

By: _____

Name: Mark W. Anderson

Title: President

Address for Notices:

Roberts Polypro Inc.
c/o Pro Mach, Inc.
50 East Rivercenter Boulevard
Suite 1800
Covington, KY 41011
Attention: Chief Financial Officer

*Signature Page to
Intellectual Property Assignment Agreement*

4851-7248-5277

TRADEMARK
REEL: 006947 FRAME: 0709

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

9K HOLDINGS, LLC

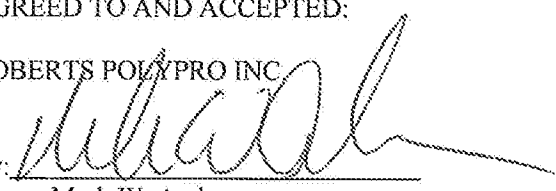
By: _____
Name: Dennis Kuta
Title: Manager

Address for Notices:

9K Holdings, LLC
22 Citation Circle
Wheaton, IL 60189

AGREED TO AND ACCEPTED:

ROBERTS POLYPRO INC

By: 
Name: Mark W. Anderson
Title: President

Address for Notices:

Roberts Polypro Inc,
c/o Pro Mach, Inc.
50 East Rivercenter Boulevard
Suite 1800
Covington, KY 41011
Attention: Chief Financial Officer

*Signature Page to
Intellectual Property Assignment Agreement*

4851-7248-5277

TRADEMARK
REEL: 006947 FRAME: 0710

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
GRIP-PAK	United States	2442663	10-Apr-2001
CRAFT-PAK	United States	5,810,340	23-July-2019