

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581256

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Georgia-Pacific Corrugated IV LLC		05/29/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Welch Packaging Excel, LLC		
Street Address:	1020 Herman Street		
City:	Elhart		
State/Country:	INDIANA		
Postal Code:	46516		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4285328	EXCEL	
Registration Number:	4263863	EXCEL DISPLAYS & PACKAGING	
Registration Number:	4338047	X CARD	
CORRESPONDENCE DATA			
Fax Number:	3177133699		
<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:	3177133412		
Email:	twagner@taftlaw.com		
Correspondent Name:	Tiffini Wagner		
Address Line 1:	One Indiana Square		
Address Line 2:	Suite 3500		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	Tiffini Wagner		
SIGNATURE:	/ Tiffini Wagner /		
DATE SIGNED:	06/15/2020		
Total Attachments: 4			
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TRADEMARK AND SERVICE MARK ASSIGNMENT

May 29, 2020

This Trademark Assignment (this "Assignment") is made and entered into by and between Georgia-Pacific Corrugated IV LLC, a Delaware limited liability company ("Assignor"), and Welch Packaging Excel, LLC ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated May 7, 2020 (the "Purchase Agreement"), pursuant to which Assignor agreed, subject to the terms and conditions set forth therein, to sell, assign, transfer, convey and deliver to Assignee, and Assignee agreed to purchase from Assignor, free and clear of all Encumbrances other than Permitted Encumbrances, all of Assignor's right, title and interest in, to and under the Purchased Assets and pursuant to which Assignee agreed to assume the Assumed Liabilities, all as more specifically provided in the Purchase Agreement;

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademarks and service marks set forth on Schedule A ("Marks"), and the goodwill associated therewith; and

WHEREAS, Assignor wishes to assign to Assignee all right, title and interest in and to the Marks, together with the goodwill associated therewith. All capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree that Assignor does hereby sell, assign, transfer and set over to Assignee the Assignor's entire right, title and interest in and to the Marks together with the Assignor's goodwill in connection with which the Marks are used, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties or payments in respect of the Marks due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Nothing in this Assignment, express or implied, is intended to or will be construed to modify, expand, or limit in any way the terms, representations and warranties, or covenants contained in the Purchase Agreement, each of which are incorporated by reference into this Assignment. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement will govern.

This Assignment is governed by the Laws (in effect on or after the Closing Date), both procedural and substantive, of the State of Delaware without regard to its conflict of laws

provisions that if applied might require the application of the Laws (in effect on or after the Closing Date) of another jurisdiction.

A signed copy of this 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 Assignment.

[SIGNATURE PAGE FOLLOWS]

The Assignor has caused this Assignment to be signed and executed by its undersigned officer thereunto duly authorized on the respective date written above.

ASSIGNOR:

GEORGIA PACIFIC CORRUGATED IV LLC

By: 
A09A889D2B404AE

Name: Kenneth P. Crumley

Title: Vice President – Business Development

Schedule A

Trademark	Reg. Date	Reg. No.	Goods/Services
EXCEL	05 Feb 2013	4,285,328	Class 16: Corrugated board containers, corrugated board packaging. Class 20: Corrugated board point of purchase displays
EXCEL DISPLAYS & PACKAGING	25 Dec 2012	4,263,863	Class 16: Corrugated board containers, corrugated board packaging, and corrugated board point of purchase displays
X CARD	21 May 2013	4,338,047	Class 16: Packaging, namely, blister cards

[Schedule A]

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RECORDED: 06/15/2020

TRADEMARK
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