

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613144

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KALA PACKAGING LLC		12/08/2020	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	FORTIS SOLUTIONS GROUP WEST, LLC		
Street Address:	2505 Hawkeye Court		
City:	Virginia Beach		
State/Country:	VIRGINIA		
Postal Code:	23452		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5526295	KALA	
Registration Number:	5603140		
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	4152687000		
Email:	ksamia@mofo.com		
Correspondent Name:	Jennifer Lee Taylor		
Address Line 1:	425 Market Street		
Address Line 2:	c/o Morrison & Foerster LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	18531-8		
NAME OF SUBMITTER:	Jennifer Lee Taylor		
SIGNATURE:	/JLT2/		
DATE SIGNED:	12/08/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Assignment") is made effective as of 8th day of December (the "Effective Date") between **KALA PACKAGING LLC**, a Utah limited liability company ("Assignor"), and **FORTIS SOLUTIONS GROUP WEST, LLC**, a Virginia limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of December 8, 2020 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee or its designees, and Assignee and such designees have agreed to acquire from Assignor, all of Assignor's right, title and interest in and to the Purchased Assets (as such term is defined in the Purchase Agreement);

WHEREAS, Assignor is the owner of the trademarks, trademark registrations and other trademark rights set forth in Schedule A (collectively, the "Assigned Trademarks"); and

WHEREAS, Assignor wishes to assign the entire right, title and interest in and to the Assigned Trademarks to Assignee, and Assignee wishes to accept such assignment.

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

1. Assignor hereby irrevocably sells, assigns, transfers, and conveys to Assignee the following (collectively, the "Trademark Rights"):

(a) all right, title and interest throughout the world (including all rights provided by international conventions and treaties) in and to the Assigned Trademarks, together with the goodwill of the business symbolized by the Assigned Trademarks and the goodwill of the business in connection with which the Assigned Trademarks are used;

(b) all rights to causes of action and remedies related to the Assigned Trademarks, including the right to sue (including for damages and injunctive relief) for any past, present or future infringement, violation, dilution or other unauthorized use of any of the Assigned Trademarks;

(c) all rights to receive income, royalties, damages, payments or other consideration now or hereafter due or payable with respect to the Assigned Trademarks;

(d) all rights to prosecute and maintain the Assigned Trademarks; and

(e) all other rights and interests arising out of, in connection with or in relation to the Assigned Trademarks.

2. Assignor represents, warrants and covenants that:

(a) Assignor has the full power and authority to make the assignments of Trademark Rights to Assignee as set forth in this Assignment; and

(b) Assignor has not assigned, granted or otherwise transferred any right, title, or interest in or to any Trademark Right to any person or entity other than Assignee.

3. Assignor hereby authorizes and requests the respective trademark office or governmental agency in each jurisdiction to record this Assignment and to issue any trademarks or trademark registrations from any trademark applications included in the Trademark Rights to and in the name of Assignee.

4. From and after the Effective Date, Assignor shall cooperate with Assignee and Assignee's representatives, and shall execute and deliver such documents and take such other actions as Assignee may reasonably request, to cause to be conveyed to Assignee and its successors or assigns all of the rights, titles and interests intended to be conveyed to Assignee under this Assignment. Assignor hereby irrevocably nominates, constitutes and appoints Assignee as the true and lawful attorney-in-fact of Assignor (with full power of substitution) effective as of the Effective Date, and hereby authorizes Assignee, in the name of and on behalf of Assignor, to execute, deliver, acknowledge, certify, file and record any document and to take any other action (on or at any time after the date of this Assignment) that Assignee may deem appropriate for the purpose of collecting, asserting, enforcing or perfecting any claim, right or interest of any kind that is included in or relates to any of the Trademark Rights or otherwise carrying out or facilitating any of the transactions contemplated hereby. The power of attorney referred to in the preceding sentence is and shall be coupled with an interest and shall be irrevocable, and shall survive the dissolution or insolvency of Assignor.

5. This Assignment, the rights and obligations of the parties under this Assignment, and any claim or controversy directly or indirectly based upon, arising out of or related to, this Assignment or the transactions contemplated by this Assignment (whether based upon contract, tort or any other theory), including all matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to any conflict of laws provisions that would require the application of the law of any other jurisdiction.

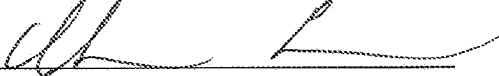
6. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

7. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Assignment. The words "include", "including" and variations thereof will be deemed to be followed by the words "without limitation". The use of "or" will not be deemed to be exclusive. This Assignment may be executed in counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, intending to be legally bound, the parties through their duly authorized representatives have executed this Assignment as of the Effective Date.

KALA PACKAGING LLC

By: 

Name: MAUI CHAI

Title: MANAGER

FORTIS SOLUTIONS GROUP WEST, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, intending to be legally bound, the parties through their duly authorized representatives have executed this Assignment as of the Effective Date.

KALA PACKAGING LLC

By: _____

Name: _____

Title: _____

FORTIS SOLUTIONS GROUP WEST, LLC

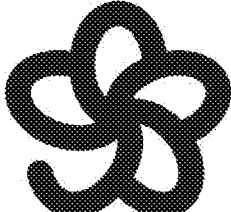
By: John A. Wynne Sr

Name: John A. Wynne Sr

Title: Chief Executive Officer

SCHEDULE A

Trademark Registrations and Applications

	Trademark	Jurisdiction (Source)	Application Number	Application Date	Registration Number	Registration Date
1.	KALA KALA	US (USPTO)	87627068	September 28, 2017	5526295	July 24, 2018
2.	<i>Design Only</i> 	US (USPTO)	87730095	December 21, 2017	5603140	November 6, 2018