

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613305

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RADVA Corporation		05/08/2019	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	Huntington Foam, LLC		
Street Address:	125 Caliber Ridge Drive		
City:	Greer		
State/Country:	SOUTH CAROLINA		
Postal Code:	29651		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3359077	EPADS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	ehowlett@sandsanderson.com		
Correspondent Name:	Eric Howlett		
Address Line 1:	PO Box 1998		
Address Line 4:	Richmond, VIRGINIA 23218-1998		
NAME OF SUBMITTER:	Eric C. Howlett		
SIGNATURE:	/Eric C. Howlett/		
DATE SIGNED:	12/09/2020		
Total Attachments: 3			
source=2.02(a)(x) - Trademark Assignment Agreement (FINAL) (003)#page1.tif			
source=2.02(a)(x) - Trademark Assignment Agreement (FINAL) (003)#page2.tif			
source=2.02(a)(x) - Trademark Assignment Agreement (FINAL) (003)#page3.tif			

OP \$40.00 3359077

TRADEMARK ASSIGNMENT AGREEMENT

This trademark assignment agreement ("**Trademark Assignment**"), dated as of May 8, 2019, is made by RADVA CORPORATION, a Virginia corporation ("**Seller**"), in favor of HUNTINGTON FOAM, LLC, a Delaware limited liability company ("**Buyer**").

Seller and Buyer are parties to that certain Asset Purchase Agreement, dated as of March 29, 2019, as amended by that certain Amendment Agreement, effective March 29, 2019, and as otherwise modified (collectively, the "**Agreement**"). Unless defined herein, capitalized terms used in this Trademark Assignment shall have the meanings given to them in the Agreement. Under the Agreement, Seller is to sell and Buyer is to purchase, among other assets, all Seller Intellectual Property. Seller is executing and delivering this Trademark Assignment for recording with the United States Patent and Trademark Office.

Seller therefore agrees as follows:

- 1. Assignment.** In consideration of the premises and agreements contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective on the Closing Date, Seller irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following:
 - (a) the trademark registration for the "ePADS" service mark (Serial No. 77152973; Registration No. 3359077), and all issuances, extensions, and renewals thereof ("**Assigned Trademark**"), together with the goodwill of the business connected with the Assigned Trademark;
 - (b) all rights of Seller accruing under the Assigned Trademark;
 - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect the Assigned Trademark; and
 - (d) any and all claims and causes of action with respect to the Assigned Trademark, 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.

Nothing herein contained shall be deemed to sell, transfer, grant, convey, deliver, or assign any Excluded Liabilities to Buyer.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademark to Buyer.

3. Terms of Asset Purchase Agreement. Reference is made to the Agreement for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademark. In the event of any conflict or inconsistency between the terms of this Trademark Assignment and the Agreement, the terms of the Agreement shall govern.

4. Assignability. This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without regard to any choice or conflict of law provision or rule, whether of the State of Delaware or any other jurisdiction.

6. Execution. A signed copy of this Trademark Assignment delivered by facsimile, 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 Trademark Assignment.

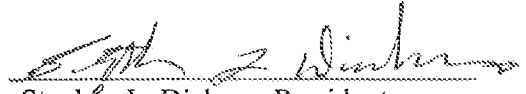
[Signature Page Follows]

EXECUTION VERSION

Seller has executed and delivered this Trademark Assignment as of the date first written above.

RADVA CORPORATION

By:


Stephen L. Dickens, President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]