# CH \$640.00 572310;

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM621739

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Foodhandler Inc.		12/23/2020	Corporation: NEW YORK

# **RECEIVING PARTY DATA**

Name:	Bunzl IP Holdings, LLC			
Street Address:	One CityPlace Drive, Suite 200			
City:	Creve Coeur			
State/Country:	MISSOURI			
Postal Code:	63141			
Entity Type:	Limited Liability Company: VIRGINIA			

# **PROPERTY NUMBERS Total: 25**

Property Type	Number	Word Mark		
Registration Number:	5723102	THINSENSE		
Serial Number:	88580689	CONSERVE		
Registration Number:	2273050	BLADEBLOCKER		
Registration Number:	3954542	CONTACT		
Registration Number:	3954541	EPIC		
Registration Number:	2141694	FOODHANDLER		
Registration Number:	3299262	FORMFLEX		
Registration Number:	2629303	JOBSELECT		
Registration Number:	1495080	LOBSTER TRAP		
Registration Number:	2449613	MEDHANDLER		
Registration Number:	4040669	PANPALS		
Registration Number:	4117684	PANPALS		
Registration Number:	2660083	QUICKFIT		
Registration Number:	3261943	RACK IN THE BOX		
Registration Number:	3818841	RISK NOTHING		
Registration Number:	3458992	RU2SICK2WORK		
Registration Number:	2594917	TEKNIQUE		
Registration Number:	2258092	TEXTRA		
Registration Number:	4113084	THINSENSE TECHNOLOGY		

TRADEMARK REEL: 007166 FRAME: 0985

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Property Type	Number	Word Mark
Registration Number:	2093207	
Registration Number:	4168391	ADAPT
Registration Number:	4369037	THINSENSE
Registration Number:	4867537	ONESAFE
Registration Number:	4749003	SAFEBITES
Registration Number:	4744657	ENGAGE

### **CORRESPONDENCE DATA**

**Fax Number:** 8169838080

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.

**Phone:** 8169838000

Email: PTO-KC@huschblackwell.com

Correspondent Name: Husch Blackwell LLP

Address Line 1: 4801 Main Street, Suite 1000
Address Line 4: Kansas City, MISSOURI 64112

ATTORNEY DOCKET NUMBER:	706584.1375
NAME OF SUBMITTER:	Olivia Miller
SIGNATURE:	/olivia miller/
DATE SIGNED:	01/22/2021

### **Total Attachments: 5**

source=IP Assignment Agreement from Foodhandler Inc. to NewIPCo#page1.tif source=IP Assignment Agreement from Foodhandler Inc. to NewIPCo#page2.tif source=IP Assignment Agreement from Foodhandler Inc. to NewIPCo#page3.tif source=IP Assignment Agreement from Foodhandler Inc. to NewIPCo#page4.tif source=IP Assignment Agreement from Foodhandler Inc. to NewIPCo#page5.tif

TRADEMARK REEL: 007166 FRAME: 0986

### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("<u>IP Assignment</u>") is made effective as of December 23, 2020 (the "<u>Effective Date</u>") by and between Foodhandler Inc., a New York corporation, ("<u>Assignor</u>") and Bunzl IP Holdings, LLC, a Virginia limited liability company ("<u>Assignee</u>").

WHEREAS, Assignor is the owner of the right, title, and interest in and to (i) the pending and registered trademarks listed in the attached Exhibit A (the "Trademarks"), and (ii) the patents and patent applications listed in the attached Exhibit B, along with any future-filed patent applications or issued patents, including any continuation, continuation-in-part, divisional, international application, or foreign application, claiming the benefit or the priority thereof (the "Patents"); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to acquire the right, title, and interest in and to the Trademarks and Patents, including any and all goodwill associated with the Trademarks and Patents.

**NOW, THEREFORE**, for valuable consideration of ten dollars (\$10.00) furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

- 1. Trademark Assignment. Assignor hereby assigns, transfers, sells, and conveys to Assignee any and all of its right, title, and interest in and to the Trademarks, including all goodwill associated therewith, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein under the laws of all jurisdictions. Assignor authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.
- 2. Patent Assignment. Assignor hereby assigns, transfers, sells, and conveys to Assignee any and all of its right, title, and interest in and to the Patents, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein under the laws of all jurisdictions. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Patents to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct
- 3. <u>Further Assurances</u>. Assignor covenants, agrees, and undertakes to execute, wherever reasonably requested by the Assignee, all assignments, lawful oaths, and any other papers which Assignee may deem reasonably necessary for securing to Assignee or for maintaining for Assignee any and all of the Trademarks and Patents, all without further compensation to the Assignor.
- 4. <u>Provision of Requested Information</u>. Assignor agrees that it is hereby legally bound, upon request and at the expense of Assignee or its respective successors or assigns or a legal representative thereof, to supply all information and evidence of which the Assignor has knowledge or possession relating to the Trademarks and Patents, and to testify in any legal proceeding relating thereto.
- 5. Attorney-In-Fact. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney-in-fact, with full power of substitution in Assignor's name and stead, but for Assignee's benefit, to take any and all steps, including proceedings at law, in equity or otherwise to execute, acknowledge, and deliver any and all instruments and assurances necessary in order to vest the aforesaid Trademarks and Patents, and causes of action more effectively in Assignee or to protect the same, or to enforce any claim or right of any kind with respect thereto. This includes any rights with

TRADEMARK
REEL: 007166 FRAME: 0987

respect to the Trademarks and Patents that may have accrued in Assignor's favor up to the Effective Date. Assignor hereby declares that the foregoing power is coupled with an interest and is irrevocable.

- 6. <u>Counterparts</u>. This IP Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Facsimile signatures and signed executed pages sent as a PDF attachment to an e-mail shall be deemed originals for all purposes. This IP Assignment may not be amended except by an instrument in writing signed by each of the parties hereto.
- 7. Governing Law. This IP Assignment shall be construed in accordance with Missouri law without giving effect to the choice or conflicts of law provisions thereof. The parties agree that any legal proceedings which arise under this IP Assignment shall be brought in the courts in the state of Missouri.

IN WITNESS WHEREOF, the parties have executed this IP Assignment by their authorized representatives as of the date first set forth above.

ASSIGNOR: Foodhandler Inc.	
By	
Name: Dan Lett	
Title: Secretary	
ASSIGNEE: Bunzl IP Holdings, LL	
Ву:	
Name: Dan Lett	_
Title: Secretary	

# Exhibit A

# Trademarks

Country	Serial No.	Registration No.	Trademark	Status
United States	87/598,175	5,723,102	THINSENSE	REGISTERED
United States	88/580,689		CONSERVE	PENDING
United States	75/418,188	2,273,050	BLADEBLOCKER	REGISTERED
United States	85/119,326	3,954,542	CONTACT	REGISTERED
United States	85/119,324	3,954,541	EPIC	REGISTERED
United States	74/689,721	2,141,694	FOODHANDLER	REGISTERED
United States	78/695,814	3,299,262	FORMFLEX	REGISTERED
United States	76/245,454	2,629,303	JOBSELECT	REGISTERED
United States	73/689,926	1,495,080	LOBSTER TRAP	REGISTERED
United States	75/518,604	2,449,613	MEDHANDLER	REGISTERED
United States	85/119,312	4,040,669	PANPALS	REGISTERED
United States	85/340,508	4,117,684	PANPALS	REGISTERED
United States	75/911,568	2,660,083	QUICKFIT	REGISTERED
United States	78/411,645	3,261,943	RACK IN THE BOX (Design)	REGISTERED
United States	77/326,516	3,818,841	RISK NOTHING	REGISTERED
United States	77/130,156	3,458,992	RU2SICK2WORK	REGISTERED
United States	75/783,643	2,594,917	TEKNIQUE & Design	REGISTERED
United States	75/418,189	2,258,092	TEXTRA	REGISTERED
United States	85/298,216	4,113,084	THINSENSE TECHNOLOGY	REGISTERED
United States	75/174,217	2,093,207	TWO HANDS LOGO (Design)	REGISTERED
United States	85/005,608	4,168,391	ADAPT	REGISTERED
United States	85/298,210	4,369,037	THINSENSE	REGISTERED
United States	86/071,991	4,867,537	ONESAFE	REGISTERED
United States	86/185,882	4,749,003	SAFEBITES	REGISTERED
United States	86/185,881	4,744,657	ENGAGE	REGISTERED

Country	Serial No.	Registration No.	Trademark	Status
Canada	1884739		THINSENSE	PENDING
Canada	1301956	TMA736838	FOODHANDLER	REGISTERED
Canada	1495508	TMA801936	JOBSELECT	REGISTERED
Canada	1532494	TMA847419	BLADEBLOCKER	REGISTERED
Canada	1532500	TMA838812	CONSERVE	REGISTERED
Canada	1532499	TMA876499	CONTACT	REGISTERED
Canada	1532703	TMA857459	FORMFLEX	REGISTERED
Canada	1532705	TMA857475	LOBSTER TRAP	REGISTERED
Canada	1532700	TMA860554	MEDHANDLER	REGISTERED
Canada	1532702	TMA847430	PANPALS	REGISTERED
Canada	1532704	TMA857476	QUICKFIT	REGISTERED
Canada	1532707	TMA857474	RISK NOTHING	REGISTERED
Canada	1532709	TMA857479	RU2SICK2WORK	REGISTERED
Canada	1532711	TMA847421	SAFETYGRIP	REGISTERED

TRADEMARK REEL: 007166 FRAME: 0989

Canada	1532717	TMA879314	TEKNIQUE & Design	REGISTERED
Canada	1532713	TMA879298	TEXTRA	REGISTERED
Canada	1532715	TMA857480	TWO HANDS Design	REGISTERED
Canada	1667843	TMA980061	ONESAFE	REGISTERED
Canada	1687527	TMA935695	SAFEBITES	REGISTERED
Canada	1687535	TMA924148	ENGAGE	REGISTERED

Country	Serial No.	Registration No.	Trademark	Status
China	11340981	11340981	MEDHANDLER	REGISTERED
China	11340980	11340980	MEDHANDLER	REGISTERED
China	11340979	11340979	MEDHANDLER	REGISTERED
China	11340978	11340978	JOBSELECT	REGISTERED
China	11340977	11340977	JOBSELECT	REGISTERED
China	11340976	11340976	JOBSELECT	REGISTERED
China	11340975	11340975	JOBSELECT	REGISTERED
China	11340974	11340974	FOODHANDLER	REGISTERED
China	11340973	11340973	FOODHANDLER	REGISTERED
China	11340884	11340884	FOODHANDLER	REGISTERED
China	11340883	11340883	FOODHANDLER	REGISTERED
China	11340882	11340882	FOODHANDLER	REGISTERED
China	15461475	15461475	FOODHANDLER	REGISTERED

Country	Serial No.	Registration No.	Trademark	Status
European Union	003277613	003277613	FOODHANDLER	REGISTERED

TRADEMARK REEL: 007166 FRAME: 0990

Exhibit B

# **Patents**

Country	Title	Serial #	Filed Date	Patent #	Issue Date	Status
United States	Glove Cartridge and Method of Donning a Disposable Glove	09/934,110	08/21/2001	6,578,729	06/17/2003	ISSUED
United States	Disposable Glove for a Glove Donning System	10/328,645	12/23/2002	6,708,840	03/23/2004	ISSUED
United States	Thin Film Gloves	12/923,198	09/08/2010	8,572,765	11/05/2013	ISSUED

Country	Title	Serial #	Filed Date	Patent #	Issue Date	Status
Canada	Method for					ISSUED
	Producing Thin					
	Film Gloves					
	Using the					
	Cutting and	2,809,373	08/31/2011	2,809,373	10/03/2017	
	Sealing Process					
	and Glove					
	Produced					
	Therefrom					
Canada	Method for					ISSUED
	Producing Thin					
	Film Gloves					
	Using the		00/24/2044		04/04/004	
	Cutting and	2,863,700	08/31/2011	2,863,700	01/24/2017	
	Sealing Process					
	and Glove					
	Produced					
	Therefrom					
Canada	Formulations of	2,878,718	01/15/2015			PENDING
	Thin Films					

TRADEMARK REEL: 007166 FRAME: 0991

RECORDED: 01/22/2021