

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625466

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KHS GmbH		01/19/2021	Corporation: GERMANY
RECEIVING PARTY DATA			
Name:	KHS USA, Inc.		
Street Address:	880 Bahcall Court		
City:	Waukesha		
State/Country:	WISCONSIN		
Postal Code:	53186		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0717171	BARTELT	
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:	Miamisburg, OHIO 45342-4934		
ATTORNEY DOCKET NUMBER:	070117-559US1e/akc		
NAME OF SUBMITTER:	Michael J. Nieberding		
SIGNATURE:	/Michael J. Nieberding/		
DATE SIGNED:	02/08/2021		
Total Attachments: 13			
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Intellectual Property Assignment Agreement

This Intellectual Property Assignment Agreement (the "Agreement") is made by and between KHS GmbH, a German Gesellschaft mit beschränkter Haftung (generally equivalent to a U.S. limited liability company) having its main office at Juchostrasse 20, 44143 Dortmund, Germany ("Assignor") and KHS USA, Inc., a Wisconsin corporation with offices at 880 Bahcall Court, Waukesha, Wisconsin 53186, U.S.A. ("Assignee") and is effective on January 18, 2021.

Recitals

WHEREAS, Assignor and Assignee are members of a group of affiliated companies engaged in the business of manufacturing and selling packaging machinery;

WHEREAS, pursuant to an Asset Purchase Agreement (the "Asset Purchase Agreement") between Assignee and PM FL Acquisition Co. LLC ("PM Flex"), Assignee will be selling to PM Flex its Bartelt, Kayat, and Scandia divisions which are in the business of manufacturing, designing, engineering, assembling, distributing, marketing, selling, integrating, installing, rebuilding, converting, upgrading and servicing: (i) fill seal, horizontal form fill seal and rotary form fill seal pouching machinery; (ii) the following cartoning machinery: horizontal, end-load of pre-glued carton blanks; (iii) the following tray and shrink packing machinery: (A) wrap-around packing up to 30 per minute, (B) traying packing up to 50 per minute, and (C) shrink wrapping and stacking up to 60 per minute; (iv) tuck and fold over-wrapping machinery; and (v) parts related to the machinery described in clauses (i) through (iv) (collectively, the "Business"); for the avoidance of doubt, the "Business" does not encompass machinery or parts (and related intellectual property) which are not primarily used or held for use in connection with Assignee's Bartelt, Kayat, or Scandia divisions, such as, for example, machinery and parts (and related intellectual property) from Assignor's Kisters division; and

WHEREAS, prior to the sale of the Business and to facilitate the sale, the parties have agreed to assign ownership of all intellectual property associated with the Business to Assignee.

NOW, THEREFORE, for one-hundred thousand dollars (\$100,000.00) paid by Assignee to Assignor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (collectively the "Assigned Intellectual Property"):
 - a. The patents, patent applications, design and utility model registrations listed on **Exhibit A** hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof;
 - b. The trademarks and any registrations and applications therefor as listed on **Exhibit A**, together with the goodwill of the business associated with the trademarks and which is symbolized by the trademarks;

- c. All rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including rights of priority;
 - 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, 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. Representations. Assignor represents that (i) the Assigned Intellectual Property listed on **Exhibit A** is all of the intellectual property registered in its name and used in the Business, (ii) Assignor holds no unregistered intellectual property used in the Business and (iii) KHS Hensen Packaging GmbH, the current record owner of certain of the Assigned Intellectual Property, was merged with and into KHS GmbH, effective as of July 10, 2012. Nothing in this Agreement shall in any way limit, diminish or modify (i) the scope of the Purchased Assets (as defined in the Asset Purchase Agreement) acquired by PM Flex pursuant to the Asset Purchase Agreement, (ii) the rights and remedies available to PM Flex under the Asset Purchase Agreement, or (iii) the representations and warranties made by, the obligations of, and restrictions on Assignee and, as applicable, its Control Affiliates (as defined in the Asset Purchase Agreement) under the Asset Purchase Agreement.
3. Further Assurances. Assignor agrees to execute any and all powers of attorney, assignments, declarations, affidavits, applications, and any other papers necessary to perfect all right, title and interest in Assignee upon reasonable request. The foregoing obligation shall continue with respect to cooperation from Assignor with PM Flex.
4. Binding Effect; Third Party Beneficiary. This Agreement shall inure to the benefit of and be binding upon the parties hereto and on each party's respective successors and assigns. PM Flex is an express third party beneficiary of this Agreement and shall be entitled to enforce the provisions of this Agreement as if it were a party hereto.
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement 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 Agreement.
6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of 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).

[Signatures on next page]

AW

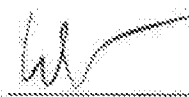
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed by their authorized representatives below.

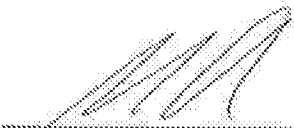
ASSIGNOR:

ASSIGNEE:

KHS GmbH

KHS USA, Inc.







Kai Acker
CEO

Martin Resch
CFO

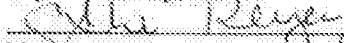
Printed Name: Glenn Huber

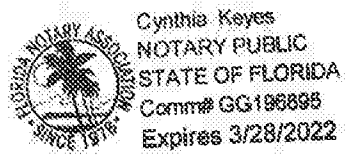
Title: CEO

Signed and sworn to before me this 19th day of January, 2021.

Signed and sworn to before me this 19th day of January, 2021.

Notary Public, State of _____
My Commission: _____


Notary Public, State of Florida
My Commission: 2/28/2022



Nummer 40 der Urkundenrolle für 2021

Die vorstehenden, heute vor mir
gefertigten Namensunterschriften des

1. Herrn Kai Acker, geb. am 11.10.1968,
ausgewiesen durch die Vorlage seines
Personalausweises, -Geschäftsführer-
2. Herrn Martin Resch, geb. 15.11.1966,
ausgewiesen durch die Vorlage seines
Personalausweises, -Geschäftsführer-

-beide geschäftsansässig
Juchostraße 20, 44143 Dortmund-

beglaubige ich hiermit.

Die vorstehenden Unterschriften wurden
heute vor mir im Hause Juchostraße 20,
44143 Dortmund, geleistet.

Gleichzeitig bescheinige ich aufgrund
heute vorgenommener Einsicht in das
Handelsregister -HR B 23042 - betreffend
die KHS GmbH in Dortmund, dass Herr
Acker und Herr Resch als Geschäftsführer
berechtigt sind, die KHS GmbH in
Dortmund in gemeinschaftlichem Handeln
zu vertreten.

Pflichtvermerk nach deutschem Recht:

Herr Acker und Herr Resch erklärten auf
Befragen, dass weder der Notar noch eine
mit ihm zur gemeinsamen Berufsausübung
verbundene Person außerhalb ihrer
Amtstätigkeit als Notar in dieser
Angelegenheit bereits für sie und/oder die
von ihnen Vertretenen tätig war oder ist.

Dortmund, den 19.01.2021



Dr. Thomas Thiede, Rechtsanwalt
- als amtlich bestellter Vertreter des
Notars Dr. Thorsten Mätzig in Dortmund

Number 40 of Notary's Register of 2021

I herewith certify that the foregoing
signatures are given by

1. Mr. Kai Acker, born on 11.10.1960,
identified by his passport
-Managing director-
2. Mr. Martin Resch, born on 15.11.1966,
identified by his passport
-Managing director-

-both business-resident Juchostraße 20,
44143 Dortmund-

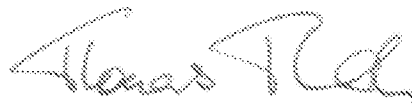
The signatures were given today before me
in Juchostraße 20, 44143 Dortmund.

I further certify based on the today's
examination of the Commercial Register of
Companies (Handelsregister) with the
Regional Court (Amtsgericht) at Dortmund
-HR B 23042 - that Mr. Acker and Mr.
Resch as Managing director are duly
authorized to jointly represent and bind the
company **KHS GmbH, Dortmund**.

Obligatory Statement according to German
law:

Mr. Acker and Mr. Resch have declared
upon request that neither the notary nor
any person related to him through joint
professional practice have acted or are
currently acting in this matter, outside their
activities as notary on behalf of said
signatories or on behalf of any party
represented by them.

Dortmund, the 19.01.2021



Dr. Thomas Thiede, lawyer
-authorized deputy of the public
notary Dr. Thorsten Mätzig-

EXHIBIT A – ASSIGNED INTELLECTUAL PROPERTY

Type of protection	Title	Application number	Patent/registration number	Country
utility patent	Device for handling flexible, hose-like objects, in particular bags	PI 0712287-0	BRPI0712287 B1	Brazil
utility patent	Device for handling flexible, hose-like objects, in particular bags	200780024891.2	CN 101489877 B	China
utility patent	Device for handling flexible, hose-like objects, in particular bags	07764726.1	EP2038177	Austria
utility patent	Device for handling flexible, hose-like objects, in particular bags	07764726.1	EP2038177	Germany
utility patent	Device for handling flexible, hose-like objects, in particular bags	07764726.1	EP2038177	France
utility patent	Device for handling flexible, hose-like objects, in particular bags	07764726.1	EP2038177	UK
utility patent	Device for handling flexible, hose-like objects, in particular bags	07764726.1	EP2038177	Italy
utility patent	Device for handling flexible, hose-like objects, in particular bags	07764726.1	EP2038177	Poland
utility patent	Device for handling flexible, hose-like objects, in particular bags	2009-516947	JP 5236635 B2	Japan
utility patent	Device for handling flexible, hose-like objects, in particular bags	MX/a/2008/016376	294614	Mexico
utility patent	Device for handling flexible, hose-like objects, in particular bags	2009103016	RU 2408510 C2	Russia
utility patent	Apparatus for the filling of bags having at least one opening therein and having space to permit decreased accumulation of filling materials	12/342,440	US 8,707,663 B2	USA
utility patent	Device for treating flexible, tubular structures	200780022795.4	CN 101472802 B	China

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Type of protection	Title	Application number	Patent/registration number	Country
utility patent	Device for treating flexible, tubular structures	07818030.4	EP2059446	Austria
utility patent	Device for treating flexible, tubular structures	07818030.4	EP2059446	Germany
utility patent	Device for treating flexible, tubular structures	07818030.4	EP2059446	France
utility patent	Device for treating flexible, tubular structures	07818030.4	EP2059446	UK
utility patent	Device for treating flexible, tubular structures	07818030.4	EP2059446	Italy
utility patent	Device for treating flexible, tubular structures	07818030.4	EP2059446	Poland
utility patent	Device for treating flexible, tubular structures	1050/KOL NP/09	IN 304603 B	India
utility patent	Method of filling dry soup packets in a packet filling plant using a filling machine and an apparatus therefor, and a method of filling bags with either liquids or solids in a filling plant and an apparatus therefor	12/388,083	US 9,187,198 B2	USA
utility patent	Method and device for the continuous sterilization of bag packages	200780049884.8	CN 101588969 B	China
utility patent	Method and device for the continuous sterilization of bag packages	07856690.8	EP2121452	Austria
utility patent	Method and device for the continuous sterilization of bag packages	07856690.8	EP2121452	Switzerland & Lichtenstein
utility patent	Method and device for the continuous sterilization of bag packages	07856690.8	EP2121452	Germany
utility patent	Method and device for the continuous sterilization of bag packages	07856690.8	EP2121452	Spain
utility patent	Method and device for the continuous sterilization of bag packages	07856690.8	EP2121452	France
utility patent	Method and device for the continuous sterilization of bag packages	07856690.8	EP2121452	UK
utility patent	Method and device for the continuous sterilization of bag packages	07856690.8	EP2121452	Italy

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Type of protection	Title	Application number	Patent/registration number	Country
utility patent	Method and device for the continuous sterilization of bag packages	07856690.8	EP2121452	Poland
utility patent	Method and arrangement for treating bags to be filled with a product prior to filling the bags with a product	12/505,168	US 10,077,127 B2	USA
utility patent	System and method for the sterile packaging of products	102007015754.3	DE102007015754	Germany
utility patent	System and method for the sterile packaging of products	08716545.2	EP2132096	Austria
utility patent	System and method for the sterile packaging of products	08716545.2	EP2132096	Germany
utility patent	System and method for the sterile packaging of products	08716545.2	EP2132096	France
utility patent	System and method for the sterile packaging of products	08716545.2	EP2132096	UK
utility patent	System and method for the sterile packaging of products	08716545.2	EP2132096	Italy
utility patent	System and method for the sterile packaging of products	08716545.2	EP2132096	Poland
utility patent	Method and apparatus for preparing and filling packages including pouches and containers, such as pouches and containers for food products	12/568,852	US 9,290,286 B2	USA
utility patent	Method and device for processing double-chamber bags having different geometries	09796962.0	EP2391548	Austria
utility patent	Method and device for processing double-chamber bags having different geometries	09796962.0	EP2391548	Germany
utility patent	Method and device for processing double-chamber bags having different geometries	09796962.0	EP2391548	Spain
utility patent	Method and device for processing double-chamber bags having different geometries	09796962.0	EP2391548	France
utility patent	Method and device for processing double-chamber bags having different geometries	09796962.0	EP2391548	UK
utility patent	Method and device for processing double-chamber bags having different geometries	09796962.0	EP2391548	Italy
utility patent	Method and device for processing double-chamber bags having different geometries	09796962.0	EP2391548	Poland

Type of protection	Title	Application number	Patent/registration number	Country
utility patent	Machine and method for filling bags	13765956.1	EP2917117	Germany
utility patent	Machine and method for filling bags	13765956.1	EP2917117	Spain
utility patent	Machine and method for filling bags	13765956.1	EP2917117	UK
utility patent	Machine for filling bags	14/441,739	US 9,573,706 B2	USA
utility patent	Racetrack Collator, Carriage and Related Methods	14/696,618	US 9,637,259 B2	USA
utility patent	Racetrack Collator, Carriage and Related Methods	16721099.6	EP3300491	Germany
utility patent	Racetrack Collator, Carriage and Related Methods	16721099.6	EP3300491	Spain
utility patent	Racetrack Collator, Carriage and Related Methods	16721099.6	EP3300491	Italy
utility patent	Racetrack Collator, Carriage and Related Methods	16721099.6	EP3300491	Austria
utility patent	Gate Assembly for a Bulk Feeder	14/857,128	US 9,561,902 B1	USA
utility patent	Bag Forming Apparatus	14/937,167	US 9,969,143 B2	USA
utility patent	Bag Forming Apparatus	201680059310.8	CN 108136687 B	China
utility patent	Bag Forming Apparatus	16793883.6	EP3374153	Germany
utility patent	Bag Forming Apparatus	16793883.6	EP3374153	Spain
utility patent	Bag Forming Apparatus	16793883.6	EP3374153	France
utility patent	Bag Forming Apparatus	16793883.6	EP3374153	UK
utility patent	Bag Forming Apparatus	16793883.6	EP3374153	Italy

Type of protection	Title	Application number	Patent/registration number	Country
utility patent	Bag Clamp Puckering System	12/764,271	US 8,151,543 B2	USA
utility patent	Top Seal Driver Assembly	12/428,252	US 8,002,011 B2	USA
utility patent	Modular Pouch Transfer System	12/426,315	US 8,182,196 B2	USA
utility patent	Cartoner Machine and Method of Operating Same	11/936,845	US 7,658,054 B2	USA
utility patent	Cartoner Machine and Method of Operating Same	08846677.6	EP2209612	Germany
utility patent	Cartoner Machine and Method of Operating Same	08846677.6	EP2209612	Spain
trademark (word mark)	BARTELT	K56008/7	1171569	Germany
trademark (word mark)	BARTELT	504653	0003646	Benelux-Union
trademark (word mark)	BARTELT	650872	TMA380571	Canada
trademark (word mark)	BARTELT	1311061	1311061	France
trademark (word mark)	BARTELT	.916450	1322462	Italy
trademark (word mark)	BARTELT	34796/90	2467473	Japan
trademark (word mark)	BARTELT	108714	414798	Mexico
trademark (word mark)	BARTELT	1421185	1421185	UK
trademark (word mark)	BARTELT	72/104,885	717171	USA
trademark (word mark)	BARTELT	1988772	1988772	India

Type of protection	Title	Application number	Patent/registration number	Country
trademark (figurative mark)	Stand-up pouch - "Drop"	30139140	30139140	Germany
trademark (figurative mark)	Stand-up pouch - "Drop"	002662781	002662781	EU
trademark (figurative mark)	Stand-up pouch - "Drop"	002662781	UK009002662781	UK
trademark (figurative mark)	Stand-up pouch - "Drop without pouring spout"	30139139	30139139	Germany
trademark (figurative mark)	Stand-up pouch - "FEZ"	30139138	30139138	Germany
trademark (figurative mark)	Stand-up pouch - "Drop"	002662765	002662765	EU
trademark (figurative mark)	Stand-up pouch - "Drop"	002662765	UK009002662765	UK
design patent	T-Shirtpouch II	000955554-0001	000955554-0001	EU
design patent	T-Shirtpouch II	000955554-0002	000955554-0002	EU
design patent	T-Shirtpouch II	000955554-0003	000955554-0003	EU
design patent	T-Shirtpouch II	000955554-0004	000955554-0004	EU
design patent	T-Shirtpouch II	000955554-0005	000955554-0005	EU

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Type of protection	Title	Application number	Patent/registration number	Country
design patent	T-Shirtpouch II	000955554-0006	000955554-0006	EU
design patent	T-Shirtpouch II	000955554-0007	000955554-0007	EU
design patent	T-Shirtpouch II	000955554-0001	9000955554-0001	UK
design patent	T-Shirtpouch II	000955554-0002	9000955554-0002	UK
design patent	T-Shirtpouch II	000955554-0003	9000955554-0003	UK
design patent	T-Shirtpouch II	000955554-0004	9000955554-0004	UK
design patent	T-Shirtpouch II	000955554-0005	9000955554-0005	UK
design patent	T-Shirtpouch II	000955554-0006	9000955554-0006	UK
design patent	T-Shirtpouch II	000955554-0007	9000955554-0007	UK
design patent	Stand-up pouch	A2008/02021	A2008/02021	South Africa
design patent	Stand-up pouch	A2008/02022	A2008/02022	South Africa
design patent	Stand-up pouch	A2008/02019	A2008/02019	South Africa
design patent	Stand-up pouch	A2008/02020	A2008/02020	South Africa
design patent	Stand-up pouch	A2008/02017	A2008/02017	South Africa

Type of protection	Title	Application number	Patent/registration number	Country
design patent	Stand-up pouch	A2008/02018	A2008/02018	South Africa
design patent	Stand-up pouch	A2008/02023	A2008/02023	South Africa
design patent	Stand-up pouch	40104892.6	40104892-0001	Germany
design patent	Stand-up pouch	40104892.6	40104892-0002	Germany
design patent	Stand-up pouch	40104892.6	40104892-0003	Germany
design patent	Stand-up pouch	40104892.6	40104892-0004	Germany
design patent	Stand-up pouch	40104892.6	40104892-0005	Germany
design patent	Stand-up pouch	40104892.6	40104892-0006	Germany
design patent	Stand-up pouch	40104892.6	40104892-0007	Germany
design patent	Stand-up pouch	40104892.6	40104892-0008	Germany
design patent	Stand-up pouch	40104892.6	40104892-0009	Germany
design patent	Stand-up pouch	40104892.6	40104892-0010	Germany
design patent	Stand-up pouch	40104892.6	40104892-0011	Germany
design patent	Stand-up pouch	40104892.6	40104892-0012	Germany

Abel

Type of protection	Title	Application number	Patent/registration number	Country
design patent	Stand-up pouch	40104892.6	40104892-0013	Germany
design patent	Stand-up pouch	40104892.6	40104892-0014	Germany
design patent	Stand-up pouch	40104892.6	40104892-0015	Germany
design patent	Stand-up pouch	40104892.6	40104892-0016	Germany
design patent	Stand-up pouch	40104892.6	40104892-0017	Germany
design patent	Stand-up pouch	40104892.6	40104892-0018	Germany
design patent	Stand-up pouch	40104892.6	40104892-0019	Germany
design patent	Stand-up pouch	40104892.6	40104892-0020	Germany
design patent	Stand-up pouch	000589510-0001	000589510-0001	EU
design patent	Stand-up pouch	000589510-0001	9000589510-0001	UK
design patent	T-Shirtpouch I	000713409-0001	000713409-0001	EU
design patent	T-Shirtpouch I	2007-00715	134228	Switzerland
design patent	Stand-up pouch for a liquid	29/319,496	US D593,870 S	USA
design patent	T-Shirtpouch I	000713409-0001	9000713409-0001	UK
design patent	Stand-up pouch with air-filled hand-hold	29/338,730	US D620,810 S	USA