TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM640012

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

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------|----------|----------------|-----------------------|
| Kova International, Inc. | | 03/16/2021 | Corporation: DELAWARE |
| Biochemical Diagnostics, Inc. | | 03/16/2021 | Corporation: NEW YORK |

RECEIVING PARTY DATA

| Name: | Alltrista Plastics LLC |
|-----------------|------------------------------------|
| Street Address: | 1303 S. Batesville Road |
| City: | Greer |
| State/Country: | SOUTH CAROLINA |
| Postal Code: | 29650 |
| Entity Type: | Limited Liability Company: INDIANA |

PROPERTY NUMBERS Total: 4

| Property Type | Number | Word Mark |
|----------------------|---------|------------|
| Registration Number: | 1124247 | KO-LEC-PAC |
| Registration Number: | 1405571 | GLASSTIC |
| Registration Number: | 1312144 | MULTI-PREP |
| Registration Number: | 1437633 | CANNABUSE |

CORRESPONDENCE DATA

Fax Number: 4048538806

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: 404 853 8112

Email: todocketing@eversheds-sutherland.com,vickybantug@eversheds-sutherland.com

EVERSHEDS-SUTHERLAND (US) LLP **Correspondent Name:** Address Line 1: 999 Peachtree Street, NE, Suite 2300

Address Line 4: Atlanta, GEORGIA 30309

| ATTORNEY DOCKET NUMBER: | 93275-0459 |
|-------------------------|-------------------|
| NAME OF SUBMITTER: | Vicky R. Bantug |
| SIGNATURE: | /Vicky R. Bantug/ |
| DATE SIGNED: | 04/16/2021 |

Total Attachments: 7

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "<u>Assignment</u>") is entered into as of March <u>16</u>, 2021 (this "<u>Agreement</u>"), by and between Kova International, Inc., a Delaware corporation ("<u>Kova</u>") and Biochemical Diagnostics, Inc., a New York corporation ("<u>BCD</u>") (Kova and BCD are collectively referred to herein as "<u>Assignor</u>") and Alltrista Plastics LLC, an Indiana limited liability company ("<u>Assignee</u>"). Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignors and Assignee entered into an Asset Purchase Agreement, executed on March 16, 2021 (the "Purchase Agreement"), pursuant to which Assignee agreed to purchase certain assets from Assignors, including the trademarks, service marks, trade dress, logos, slogans, designs, names and trade names listed on the attached Schedule A (together with the goodwill associated with and symbolized by them, and all applications, registrations, renewals, and extensions therefor, the "Assigned Marks");

WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to transfer, assign and convey to Assignee, all of Assignor's right, title and interest in and to the Assigned Marks, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- Assignee all of each Assignor's right, title and interest in and to the Assigned Marks, together with the goodwill associated therewith and symbolized thereby. Such assignment includes without limitation all rights to sue or otherwise recover for past, present and future infringement of such Assigned Marks, and to receive all damages, payments, costs, and fees associated with the enforcement of such Assigned Marks, as well as all rights to license, assign, pledge, and/or otherwise exploit such Assigned Marks. Notwithstanding the foregoing, this Assignment will be construed as an agreement to assign to sell, convey, assign and transfer (and not a present sale, conveyance, assignment and transfer) any Assigned Mark with respect to a jurisdiction in which this Assignment, were it construed as a present sale, conveyance, assignment and transfer, would impair the subsequent lawful and effective execution and recordation of a necessary jurisdiction-specific form.
- 2. <u>Recordation</u>. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including domain name registrar) in the jurisdictions in which the Assigned Marks are assigned, to record Assignee as the owner of the Assigned Marks, and to issue any and all Assigned Marks to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Marks.
- 3. <u>Further Assurances</u>. Assignor hereby agrees to execute, or cause to be executed, upon the reasonable request of Assignee and at Assignee's expense, such additional

instruments, documents, declarations, consents and papers as are necessary to continue, secure, defend and register the Assigned Marks, and to otherwise give full effect to and to perfect the rights of Assignee under this Assignment, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the Assigned Marks with the US Patent & Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar.

- 4. <u>Governing Law.</u> This Assignment and any actions, cause of action, claim, controversy or dispute of any kind (whether at law, in equity, in contract, in tort or otherwise) that may be based upon, arise out of, or relate to this Assignment, or the negotiation, execution, or performance of this Assignment (including any action, cause of action, or claim of any kind based upon, arising out of, or related to any representation or warranty made in, in connection with, or as an inducement to this Assignment) or the rights, duties and relationship of the parties, shall be governed by and construed and enforced in accordance with the Laws of the State of Delaware, excluding any conflicts of law, rule or principle that might refer construction of provisions to the Laws of another jurisdiction.
- 5. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed to be an original copy of this Assignment and all of which, when taken together, shall be deemed to constitute one and the same agreement.
- 6. <u>Notices</u>. All notices and other communications hereunder shall be in writing and shall be made in accordance with <u>Section 9.7</u> of the Purchase Agreement.
- 7. <u>Binding Effect; Assignment</u>. No Party may assign or transfer this Assignment or any right, interest or obligation hereunder, directly or indirectly (by operation of Law or otherwise), without the prior written approval of the other Party. Any assignment in violation of this <u>Section 7</u> shall be void. Subject to the foregoing, this Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- 8. <u>Section Titles</u>. The titles of the sections of this Assignment are for convenience only and will not in any way affect the interpretation of any section or of the Assignment itself.

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IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed in its name by its duly authorized representatives as of the date first set forth above.

ASSIGNORS:

KOVA INTERNATIONAL, INC.

By:

Name: R. Scott Spielvogel

Title: Vice President & Secretary

BIOCHEMICAL DIAGNOSTICS, INC.

By:

Name: R. Scott Spielvogel

Title: Vice President & Secretary

ASSIGNEE:

ALLTRISTA PLASTICS LLC

By: Name: Kevin Baughman

Title: CFO

REEL: 007259 FRAME: 0498

SCHEDULE A

TRADEMARKS

| Mark | Owner | Country | Registration Date | Registration No. |
|---------------|--------------------------|----------------|-------------------|------------------|
| KO-LEC-PAC | Kova International, | UNITED STATES | 8/21/1979 | 1,124,247 |
| | Inc. | | | |
| GLASSTIC | Kova International, | UNITED STATES | 8/19/1986 | 1,405,571 |
| GLASSTIC | Kova International, Inc. | ANDORRA | 4/8/1997 | 5505 |
| GLASSTIC | Kova International, Inc. | AUSTRIA | 7/1/1986 | 113094 |
| GLASSTIC | Kova International, Inc. | BENELUX | 12/24/1985 | 417217 |
| GLASSTIC | Kova International, Inc. | CANADA | 11/10/1988 | TMA347710 |
| GLASSTIC | Kova International, Inc. | CHINA | 10/7/2010 | 7031943 |
| KO-LEC-PAC | Kova International, Inc. | CHINA | 10/7/2010 | 7031952 |
| GLASSTIC | Kova International, Inc. | EUROPEAN UNION | 5/27/2009 | 7361736 |
| FAST-READ 102 | Kova International, Inc. | EUROPEAN UNION | 6/10/2009 | 7362858 |
| KO-LEC-PAC | Kova International, Inc. | EUROPEAN UNION | 6/10/2009 | 7362676 |
| GLASSTIC | Kova International, Inc. | FRANCE | 12/24/1985 | 1336163 |
| GLASSTIC | Kova International, Inc. | GERMANY | 11/14/1986 | 1099126 |

| FAST-READ 102 | Kova International, Inc. | GERMANY | 11/19/1997 | 39747824 |
|---------------|------------------------------|----------------|-------------------------|--------------------|
| GLASSTIC | Kova International, Inc | INDIA | 3/16/2016 | 1268643 |
| FAST-READ 102 | Kova International, Inc | INDIA | 5/24/2011 | 1749478 |
| KOL-LEC-PAC | Kova International, Inc | INDIA | 10/31/2008 | 1749485 |
| GLASSTIC | Kova International, Inc | ITALY | 11/4/1997 | 1141870 |
| FAST-READ 102 | Kova International, Inc | JAPAN | 8/7/2009 | 5254615 |
| KO-LEC-PAC | Kova International, Inc | JAPAN | 7/31/2009 | 5252857 |
| GLASSTIC | Kova International, Inc | JAPAN | 11/30/1988 | 2094238 |
| GLASSTIC | Kova International, Inc | PORTUGAL | 11/28/1991 | 233521 |
| GLASSTIC | Kova International, Inc | SPAIN | 8/5/1986 | 1130020M5 |
| GLASSTIC | Kova International, Inc | SWITZERLAND | 9/19/1988 | 363965 |
| GLASSTIC | Kova International, Inc | UNITED KINGDOM | 6/24/1985 05/27/2009 | 1257131 7361736 |
| MULTI-PREP | Biochemical Diagnostics Inc. | UNITED STATES | 1/1/1985 | 1,312,144 |
| CANNABUSE | Biochemical Diagnostics Inc. | UNITED STATES | 4/28/1987 | 1,437,633 |
| | Kova International, Inc | UNITED KINGDOM | | 7362676 |
| | | | | |

RECORDED: 04/16/2021

| | KO-LEC-PAC | | | 06/10/2009 | |
|---|--------------|---------------------|----------------|------------|---------|
| | FAST-READ102 | Kova International, | UNITED KINGDOM | 06/10/1985 | 7362858 |
| _ | | Inc. | | | |
| | | | | | |