

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM640800

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900593596

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Berry Global, Inc.		11/23/2020	Corporation: DELAWARE
Pliant, LLC		11/23/2020	Limited Liability Company: DELAWARE
Captive Plastics, LLC		11/23/2020	Limited Liability Company: DELAWARE
Covalence Specialty Coatings, LLC		11/23/2020	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Sturgeon Holdco 2020, LLC
<b>Doing Business As:</b>	DBA ABX Solutions, LLC
<b>Street Address:</b>	3525 Whitehall Park Drive
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28273
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
<b>Registration Number:</b>	3826642	CLEAR-SEAL
<b>Registration Number:</b>	3370615	STEAM QUICK
<b>Registration Number:</b>	3359754	MARVELPEEL
<b>Registration Number:</b>	2973091	MARVELSEAL
<b>Registration Number:</b>	3491655	MARVELPEEL
<b>Registration Number:</b>	4777755	MARVEL
<b>Registration Number:</b>	4507066	MARVELCOTE-E

## CORRESPONDENCE DATA

Fax Number: 2126983599

*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: 2126983500

**Email:** patents@dechert.com  
**Correspondent Name:** Noah A. Shier  
**Address Line 1:** Dechert LLP  
**Address Line 2:** 1095 AVE OF THE AMERICAS  
**Address Line 4:** NEW YORK, NEW YORK 10036

**ATTORNEY DOCKET NUMBER:** PROJECT STURGEON (177715)

**NAME OF SUBMITTER:** Noah Shier

**SIGNATURE:** /Noah Shier/

**DATE SIGNED:** 04/20/2021

**Total Attachments: 9**

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## **RECORDABLE TRADEMARK ASSIGNMENT**

This RECORDABLE TRADEMARK ASSIGNMENT (this “Assignment”) is made as of November 30, 2020 (the “Effective Date”) by and among BERRY GLOBAL, Inc. a Delaware corporation (“Seller”), PLIANT, LLC, a Delaware limited liability company (“Pliant”), CAPTIVE PLASTICS, LLC, a Delaware limited liability company (“Captive”), COVALENCE SPECIALTY COATINGS, LLC, a Delaware limited liability company (“Covalence”, where Covalence, Seller, Pliant, Captive are referred to collectively as, “Assignor”), and STURGEON HOLDCO 2020, LLC, a Delaware limited liability company (“Assignee”). Each of Assignor and Assignee are referred to as a “Party” and together as the “Parties”.

**WHEREAS**, the Parties, Prime Label & Screen Incorporated, and ABX CONVERTING ACQUISITION, LLC have entered a certain Purchase and Sale Agreement, dated as of October 1, 2020, as amended by that certain Amendment to Purchase and Sale Agreement, dated as of November 30, 2020, and the Parties have entered an associated Contribution Agreement, dated as of the same date hereof (together, the “Purchase Agreement”), pursuant to which Assignee has acquired certain assets of each Assignor, including, without limitation, the Assigned Trademark Rights (defined below);

**WHEREAS**, each Assignor wishes to confirm, memorialize and record the assignment of the Assigned Trademark Rights to Assignee as set forth in the Purchase Agreement; and

**WHEREAS**, capitalized terms used but not defined in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement.

**NOW THEREFORE**, in consideration of the mutual representations, warranties and covenants set forth herein and in the Purchase Agreement, and for certain monetary consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Each Assignor hereby does irrevocably sell, transfer, assign and deliver unto Assignee, and Assignee hereby assumes and accepts, all of Assignor’s worldwide rights, title, and interest in and to the following (collectively, the “Assigned Trademark Rights”):

(a) The Trademarks listed on Exhibit A hereto, and all the goodwill of the business connected with the use of and symbolized by the foregoing; and

(b) All rights to request, apply for, file and register the foregoing, and all registrations and applications for any of the foregoing with or by any Governmental Authority in any jurisdiction throughout the world, and all rights of action arising from any the foregoing, including, without limitation, all claims for damages or equitable remedies by reason of present, past and future infringement or violation of the foregoing, all defenses relating to or arising from any of the foregoing, and all income, royalties and any other payments now and hereafter due and/or payable to Assignor, as the case may be in respect of the foregoing.

In each case of (a) – (b), to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made.


2. Each Assignor hereby authorizes and requests the competent authorities including, without limitation, an official of the United States Patent and Trademark Office, an official of any non-U.S. governmental trademark office and an official of any intergovernmental organization, whose duty is to issue trademark registrations or other evidence or forms of intellectual property and/or industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors and assigns, in accordance with the terms of this Assignment.

3. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed entirely within the State of New York, without regard to the conflicts of laws principles thereof. This Assignment may be executed in the original or by facsimile in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature page follows.]

The Parties, by their authorized representatives, have executed this Recordable Trademark Assignment effective as of the Effective Date:

BERRY GLOBAL, INC. ("ASSIGNOR")

By:   
Name: Jason K. Greene  
Title: Executive Vice President, General Counsel and Secretary

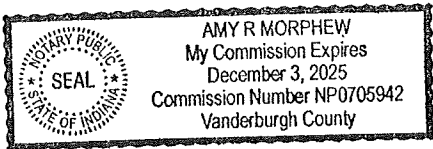
County of Vanderburgh )  
State of Indiana ) SS.

On this 23<sup>rd</sup> day of November, in the year 2020, before me, Amy R Morphey Notary Public, personally appeared Jason K Greene, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

Indiana I certify under PENALTY OF PERJURY under the laws of the State of that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)  
(Notary Public)



PLIANT, LLC ("ASSIGNOR")

By: *[Signature]*  
Name: Jason K. Greene  
Title: Executive Vice President, General  
Counsel and Secretary

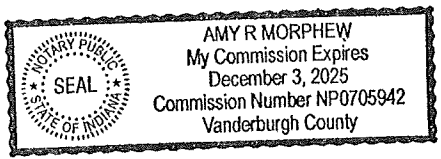
County of Vanderburgh )  
State of Indiana ) SS.

On this 23 day of November, in the year 2020 before me, Amy R Morpheu Notary Public, personally appeared Jason K. Greene, who proveyed to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

Indiana I certify under PENALTY OF PERJURY under the laws of the State of that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Amy R Morpheu* (Seal)  
(Notary Public)



CAPTIVE PLASTICS, LLC ("ASSIGNOR")

By: [Signature]  
Name: Jason K. Greene  
Title: Executive Vice President, General  
Counsel and Secretary

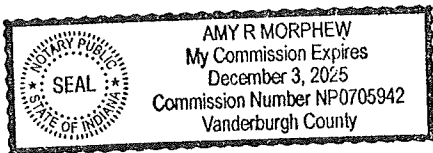
County of Vanderburgh )  
State of Indiana ) SS.

Amy R Morphey Notary Public, personally appeared Jason K. Greene on this 23 day of November, in the year 2020 before me, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

Indiana I certify under PENALTY OF PERJURY under the laws of the State of that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Amy R Morphey  
(Notary Public)



COVALENCE SPECIALTY COATINGS LLC  
("ASSIGNOR")

By: \_\_\_\_\_  
Name: Jason K. Greene  
Title: Executive Vice President, General  
Counsel and Secretary

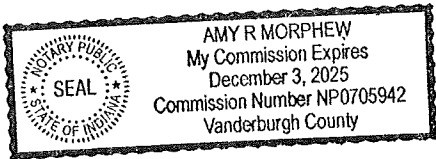
County of Vanderburgh )  
State of Indiana ) SS.

Amy R. Morphey On this 23 day of November, in the year 2020 before me,  
Notary Public, personally appeared Jason K. Greene, who  
proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to  
the within instrument, and acknowledged to me that he/she executed the same in his/her authorized  
capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of  
which the person acted, executed the instrument.

Indiana I certify under PENALTY OF PERJURY under the laws of the State of  
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Amy R. Morphey  
(Notary Public)





STURGEON HOLDCO 2020, LLC ("ASSIGNEE")

By: *Jason K. Greene*  
Name: Jason K. Greene  
Title: Executive Vice President, General Counsel  
and Secretary

County of Vanderburgh, )  
State of Indiana ) SS.

*Amy R. Morpheu* On this 23 day of November, in the year 2020 before me,  
Amy R. Morpheu, Notary Public, personally appeared Jason K. Greene, who  
proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to  
the within instrument, and acknowledged to me that he/she executed the same in his/her authorized  
capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of  
which the person acted, executed the instrument.

Indiana I certify under PENALTY OF PERJURY under the laws of the State of  
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Amy R. Morpheu* (Seal)  
(Notary Public)



**EXHIBIT A**  
**TRADEMARKS**

<b>Trademark</b>	<b>Country</b>	<b>Class</b>	<b>Goods</b>	<b>Status</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Owner of Record</b>
CLEAR-SEAL	United States of America	17 Int.	17 Int. high barrier films for use as packaging for food	Registered	77/840464	10/02/2009	3826642	07/27/2010	Plant, LLC
STEAM QUICK	United States of America	17 Int.	17 Int. plastic films used as packaging for feed	Registered	78/831149	03/07/2006	3370615	01/15/2008	Plant, LLC
MOISTURE SEAL	Colombia	20 Int.	20 Int. closures for wipes packaging and containers, namely, non-metal and non-paper closures for containers	Registered	SD20160041199	10/28/2016	579767	11/29/2017	Berry Plastics Corporation
MOISTURE SEAL	Ecuador	20 Int.	20 Int. closures for wipes packaging and containers, namely, non-metal and non-paper closures for containers	Registered	201685032	10/28/2016	2018TT7381	07/09/2018	Berry Plastics Corporation
MOISTURE SEAL	India	20 Int.	20 Int. closures for wipes packaging and containers, namely, non-metal and non-paper closures for containers	Filed	3399934	10/29/2016			Berry Plastics Corporation
MOISTURE SEAL	Japan	20 Int.	20 Int. non-metal and non-paper closures for containers; closures for wipes packaging and containers of plastics	Registered	T2016120406	10/28/2016	5946490	05/12/2017	Berry Plastics Corporation
MOISTURE SEAL	Mexico	20 Int.	20 Int. closures for wipes packaging and containers, namely, non-metal and non-paper closures for containers	Registered	1814227	10/28/2016	1760624	06/05/2017	Berry Plastics Corporation
MOISTURE SEAL	Peru	17 Int.	17 Int. closures for wipes packaging and containers, namely, non-metal and non-paper closures for containers	Registered	682259-2016	10/28/2016	247944	03/30/2017	Berry Plastics Corporation
MARVELWRAP	Canada	16 Int.	16 Int. polyethylene coated kraft paper	Registered	1328628	12/18/2006	766988	05/17/2010	Covance Specialty Materials Corp.
MARVELPEEL	Canada	06 Int.	06 Int. peelable seal lamination used in packaging	Registered	1328630	12/18/2006	711526	04/09/2008	Covance Specialty Materials Corp.
MARVELPEEL	Mexico	17 Int.	17 Int. peelable seal lamination used in packaging	Registered	830478	01/17/2007	1082373	02/05/2009	Berry Plastics Corporation

Trademark	Country	Class	Goods	Status	Application Number	Filing Date	Registration Number	Registration Date	Owner of Record
MARVELPEEL	United States of America	17 Int.	17 Int. non-metal peelable seals for use in laminating labels on packaging	Registered	78/943519	08/02/2006	3359754	12/25/2007	Covalence Specialty Coatings LLC
MARVELSEAL	United States of America	17 Int.	17 Int. laminated foil barrier used in packaging	Registered	78/226135	03/17/2003	2973091	07/19/2005	Covalence Specialty Coatings LLC
MARVELPEEL	United States of America	06 Int.	06 Int. metal foil peelable seals for use in packaging	Registered	77/294547	10/02/2007	3491655	08/26/2008	Covalence Specialty Coatings LLC
MARVEL	United States of America	01 Int., 06 Int., 20 Int.	01 Int. polymer coating agents for paper 06 Int. metal foil peelable seals for use in packaging 20 Int. plastic peelable seals for use in packaging	Registered	85/967812	06/24/2013	4777755	07/21/2015	Berry Plastics Corporation
MARVELCOTE-E	United States of America	01 Int.	01 Int. polymer coating agents for paper	Registered	85/799749	12/11/2012	4507066	04/01/2014	Berry Plastics Corporation

TRADEMARK

REEL: 007262 FRAME: 0011

RECORDED: 04/20/2021