

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643808

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BERRY GLOBAL, INC.		04/29/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ABX SOLUTIONS, LLC		
Street Address:	3525 WHITEHALL PARK DRIVE		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28273		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88621184	MARVELCOTE-A	
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:	trademarks@dechert.com		
Correspondent Name:	Dechert LLP		
Address Line 1:	2929 Arch Street, Cira Centre		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2808		
ATTORNEY DOCKET NUMBER:	178520-008		
NAME OF SUBMITTER:	Hilary Smoot		
SIGNATURE:	/Hilary Smoot/		
DATE SIGNED:	05/03/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”) is made as of April 29, 2021 (the “Effective Date”) by and between BERRY GLOBAL, INC. a Delaware corporation (“Seller”) and ABX SOLUTIONS, LLC (formerly known as STURGEON HOLDCO 2020, LLC), a Delaware limited liability company (“Assignee”). Each of Seller and Assignee are referred to as a “Party” and together as the “Parties”.

WHEREAS, the Parties together with certain other affiliates of Seller have entered a certain Purchase and Sale Agreement, dated as of October 1, 2020, and the Parties have entered an associated Contribution Agreement, dated as of the same date (together, the “Purchase Agreement”), pursuant to which Assignee acquired all of Seller’s Business (as defined in the Purchase Agreement), including without limitation that portion of Seller’s business relating to MARVELCOTE-A, the subject mark of U.S. trademark application Serial No. 66/621,184 (the “Trademark”);

WHEREAS, Seller desires to assign the Trademark to Assignee and the Parties wish to confirm, memorialize and record the assignment to Assignee of the Assigned Trademark Rights (as defined below); 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 good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

(a) The Trademark 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 Seller, 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 Seller had this assignment not been made.

2. Seller 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-

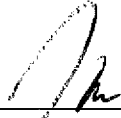
U.S. governmental trademark office and an official of any intergovernmental organization, whose duty is to issue trademark registrations or other evidence or forms of intellectual property and/or industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors 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 Trademark Assignment effective as of the Effective Date:

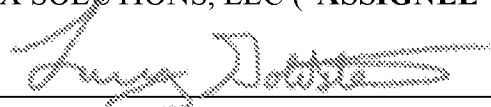
BERRY GLOBAL, INC. ("SELLER")

By:  _____

Name: Jason K. Greene

Title: Executive Vice President, General
Counsel and Secretary

ABX SOLUTIONS, LLC (“ASSIGNEE”)

By: _____

Name: Lawrence A. Goldstein

Title: President and Chief Executive Officer

EXHIBIT A

TRADEMARK

TRADEMARK	APPLICATION NO.	FILING DATE	OWNER OF RECORD
MARVELCOTE-A	88/621,184	09/18/2019	BERRY GLOBAL, INC.