

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM709216

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
H.J. BAKER & BRO., LLC		04/16/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AG PACK LLC		
<b>Street Address:</b>	9700 Robin Rd		
<b>City:</b>	Disputanta		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23842		
<b>Entity Type:</b>	Limited Liability Company: VIRGINIA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3137784	PRO-LAK	
<b>Registration Number:</b>	1743424	PRO LAK	
<b>Registration Number:</b>	2558058	PRO-PAK	
<b>Registration Number:</b>	4146685	PRO-PAK	
<b>Registration Number:</b>	4190782	PRO-PLUS	
<b>Registration Number:</b>	5177660	SAFEGAIN	
<b>Registration Number:</b>	5247172	VEGAIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123408827		
<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>			
<b>Phone:</b>	16124926854		
<b>Email:</b>	ip.docket@dorsey.com		
<b>Correspondent Name:</b>	Cathleen F. Dahl, Dorsey & Whitney LLP		
<b>Address Line 1:</b>	50 South Sixth Street		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-1498		
<b>NAME OF SUBMITTER:</b>	Cathleen F. Dahl		
<b>SIGNATURE:</b>	/Cathleen F. Dahl/		

OP \$190.00 3137784

<b>DATE SIGNED:</b>	02/18/2022
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**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment"), effective as of April 16, 2021, is made and entered into among H.J. BAKER & BRO., LLC, a Delaware limited liability company ("Seller"), and AG PACK LLC, a Virginia limited liability company ("Buyer").

Buyer and Seller are parties to an Asset Purchase Agreement entered into on April 16, 2021 (the "Acquisition Agreement"). Pursuant to Section 1.1 of the Acquisition Agreement, the parties wish to document the transfer of the trademarks covered by the Acquisition Agreement.

1. **Assignment.** For value received, receipt of which is hereby acknowledged, Seller does hereby grant, bargain, sell, convey, assign, transfer and set over unto Buyer, absolutely and not as security, all of Seller's right, title and interest in and to the following, whether now existing or hereafter arising, acquired or created:

1.1. All of the trademarks and the corresponding trademark applications and registrations listed on Exhibit A (the "Trademarks");

1.2. All goodwill of Seller's business symbolized by, incorporated in or associated with the Trademarks; and

1.3. All claims by Seller against any person or entity for past, present or future infringement of the Trademarks.

2. **Further Assurances.** Seller agrees that, upon reasonable request from time to time, it shall execute and deliver all such additional documents as may be required, and do all other acts which may be necessary or appropriate, in the reasonable opinion of Seller's counsel to perfect or record the right or title of Buyer to the Trademarks transferred hereby.

3. **Recordal of Assignment.** Except for Seller's duties described in Section 2, Buyer shall have the responsibility for perfecting and recording the assignment of the Trademarks with the U.S. Patent and Trademark Office and the relevant foreign trademark registrars and for paying any relevant fees or costs associated therewith.

4. **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.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the parties herein have executed this Assignment as of the date set forth in the first paragraph.

Seller:

**H.J. BAKER & BRO., LLC**

By: 

Name: Timothy Postelli

Title: CEO

Buyer:

**AG PACK LLC**

By: 

Name: GERARDO VAN RENSBURG

Title: DIRECTOR

**EXHIBIT A****Trademarks**

AQUA-PAK, PRO-LAK, PRO-PAK, PRO-PLUS, SAFEGAIN and VEGAIN

**Trademark Applications and Registrations**

COUNTRY	TRADEMARK	APP. NO.	FILING DATE	REG. NO.	REG. DATE	CLASS
Argentina	PRO-PAK	3507371	May 20, 2016	3037846	Oct 16, 2019	005
Brazil	AQUA-PAK	827001967	Dec 10, 2004	827001967	Oct 30, 2007	031
Chile	PRO-PAK	1205062	May 18, 2016	1228426	Nov 24, 2016	005
China	AQUA-PAK	4416988	Dec 15, 2004	4416988	Apr 7, 2009	031
China	AQUA-PAK (in Chinese characters)	18386635	Nov 20, 2015	18386635	Dec 28, 2016	031
Colombia	AQUA-PAK	2016075072	Mar 28, 2016	572860	Sep 14, 2017	031
Colombia	PRO-PAK	11115536	Sep 7, 2011	443559	Mar 22, 2012	005
Colombia	PRO-PLUS	11074846	Jun 8, 2011	435671	Nov 24, 2011	005
Colombia	PRO-PLUS	11074847	Jun 8, 2011	435872	Nov 24, 2011	031
Costa Rica	AQUA-PAK	20159867	Oct 13, 2015	253077	Jun 17, 2016	031
Costa Rica	PRO-PAK	20157097	Jul 24, 2015	249298	Jan 21, 2016	005
Dominican Republic	AQUA-PAK	201612360	Apr 14, 2016	231453	Jan 30, 2016	031
Dominican Republic	PRO-PAK	201523996	Aug 4, 2015	230983	Jan 14, 2016	031
Dominican Republic	PRO-PLUS	201116523	Jul 5, 2011	195117	May 16, 2012	005, 031
Ecuador	AQUA-PAK	201543465	Oct 14, 2015	156192018	Jul 12, 2016	031
El Salvador	PRO-PAK	2015143370	Jul 30, 2015	No9Book278 Pages1920	Apr 7, 2016	005
Guatemala	PRO-PAK	20157568	Aug 4, 2015	216708	Aug 12, 2016	005
Indonesia	AQUA-PAK	D0020150149147	Nov 4, 2015	IDM000599672	Sep 4, 2017	031
Indonesia	PRO-PAK	D002015041434	Sep 23, 2015	IDM000672393	Feb 17, 2020	005
Mexico	AQUA-PAK	697869	Jan 20, 2005	916196	Jan 24, 2006	031
Mexico	PRO-LAK	1439134	Dec 6, 2013	1430637	Apr 28, 2014	005
Mexico	PRO-LAK & Design	1439135	Dec 6, 2013	1445046	Mar 31, 2014	005
Mexico	PRO-PAK	166102	Apr 26, 1993	459627	May 9, 1994	031
Mexico	PRO-PLUS	1216762	Oct 3, 2011	1318296	Oct 5, 2012	005
Mexico	PRO-PLUS	1216507	Sep 30, 2011	1269363	Feb 20, 2012	031

COUNTRY	TRADEMARK	APP. NO.	FILING DATE	REG. NO.	REG. DATE	CLASS
Nicaragua	AQUA-PAK	201503849	Oct 14, 2015	2016113139	Jan 22, 2016	031
Nicaragua	PRO-PAK	201503343	Sep 6, 2015	2016113138	Jan 22, 2016	031
Nigeria	PRO-PAK	FTMO201566359	Sep 7, 2015			005
Pakistan	PRO-PAK	231001	Dec 28, 2006	231001	Dec 28, 2006	031
Panama	PRO-PAK	205267	Oct 10, 2011	205267	Oct 10, 2011	031
Panama	PRO-PLUS	201372	Jun 15, 2011	201372	Jan 15, 2011	005
Panama	PRO-PLUS	201371	Jun 15, 2011	201371	Jan 15, 2011	031
Peru	AQUA-PAK	637615	Oct 19, 2015	234193	Jan 19, 2016	031
Peru	PRO-PLUS	06749182016	Aug 31, 2016	00249145	Apr 7, 2017	031
Philippines	PRO-PAK	85369	Apr 12, 1993	61029	Jan 22, 1995	031
United States of America	PRO-LAK	76648365	Oct 11, 2005	3137784	Sep 5, 2006	031
United States of America	PRO-LAK & Design	74144802	Mar 5, 1991	1743424	Dec 29, 1992	031
United States of America	PRO-PAK	76067813	Jun 13, 2000	2558058	Apr 9, 2002	031
United States of America	PRO-PAK	85444641	Oct 11, 2011	4146685	May 22, 2012	005, 031
United States of America	PRO-PLUS	85532276	Feb 2, 2012	4190782	Aug 14, 2012	005, 031
United States of America	SAFEGAIN & Design	86880850	Jan 20, 2016	5177660	Apr 4, 2017	005
United States of America	VEGAIN & Design	86880856	Jan 20, 2016	5247172	Jul 18, 2017	005
Vietnam	PRO-PAK	4201524474	Sep 7, 2015	279342	Apr 10, 2017	031