

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736858

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
O-I FRANCE SAS		12/29/2021	Joint Stock Company: FRANCE
RECEIVING PARTY DATA			
Name:	BERLIN PACKAGING FRANCE		
Street Address:	Les Pastres Zone Industrielle		
Internal Address:	1214 Chemin du Gheit		
City:	CONTES		
State/Country:	FRANCE		
Postal Code:	06390		
Entity Type:	Société Par Actions Simplifiée (Sas): FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1237377	LE PARFAIT "SUPER"	
CORRESPONDENCE DATA			
Fax Number:	8322018247		
<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:	866-201-2030		
Email:	gluppino@nls.law		
Correspondent Name:	Nolte Lackenbach Siegel		
Address Line 1:	One Chase Road		
Address Line 4:	Scarsdale, NEW YORK 10583		
ATTORNEY DOCKET NUMBER:	BOETT-Trademarks		
NAME OF SUBMITTER:	Grazia A. Luppino		
SIGNATURE:	/Grazia A. Luppino/		
DATE SIGNED:	06/24/2022		
Total Attachments: 44			
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Linklaters

Business Purchase Agreement

relating to the sale and purchase of the "Le Parfait" business of O-I FRANCE SAS

Dated 29 December 2021

O-I FRANCE SAS

and

BERLIN PACKAGING FRANCE

Ref: L-311988

TRADEMARK
REEL: 007762 FRAME: 0740

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BUSINESS PURCHASE AGREEMENT

This agreement (as the same may be amended, supplemented or otherwise modified in accordance with its terms, the "**Agreement**") is made:

between:

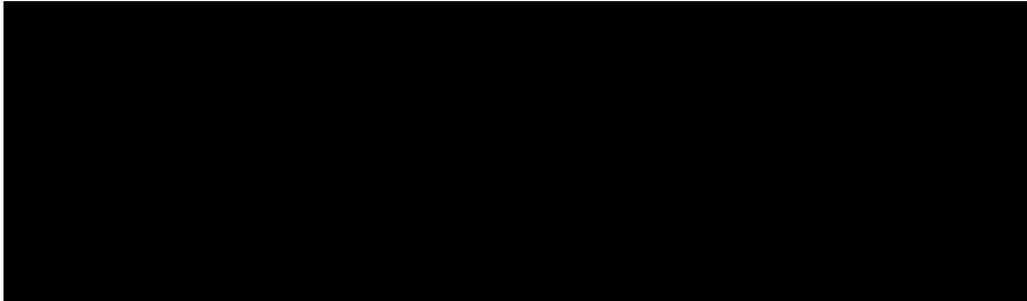
- (1) **O-I FRANCE SAS**, a société par actions simplifiée incorporated in France, having its registered office at 2, rue Maurice Moissonnier, 69120 Vaulx-en-Velin, France, registered with the registre du commerce et des sociétés of Lyon under number 339 030 702 (the "**Seller**"); and
- (2) **BERLIN PACKAGING FRANCE**, a société par actions simplifiée incorporated in France, having its registered office at 1214 Chemin du Gheit, 06390 Contes, France, registered with the registre du commerce et des sociétés of Nice under number 529 681 520 (the "**Purchaser**").

The Seller and the Purchaser are together referred to as the "**Parties**" and individually as a "**Party**".

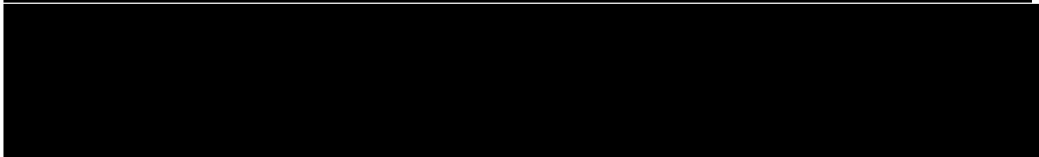
Whereas:

- (A) The Seller operates a business known under the commercial name of "Le Parfait" comprising assets, contracts and employees, as further described in Clause 2 of this Agreement, at the following address: 21, avenue Edouard Vaillant, 63290 Puy-Guillaume, France, which qualifies as a "fonds de commerce" within the meaning of articles L. 141-2 et seq. of the French Commercial Code (the "**Business**").

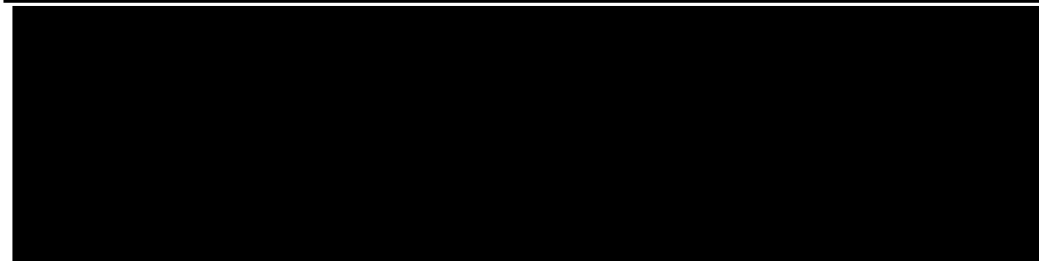
(B)



(C)



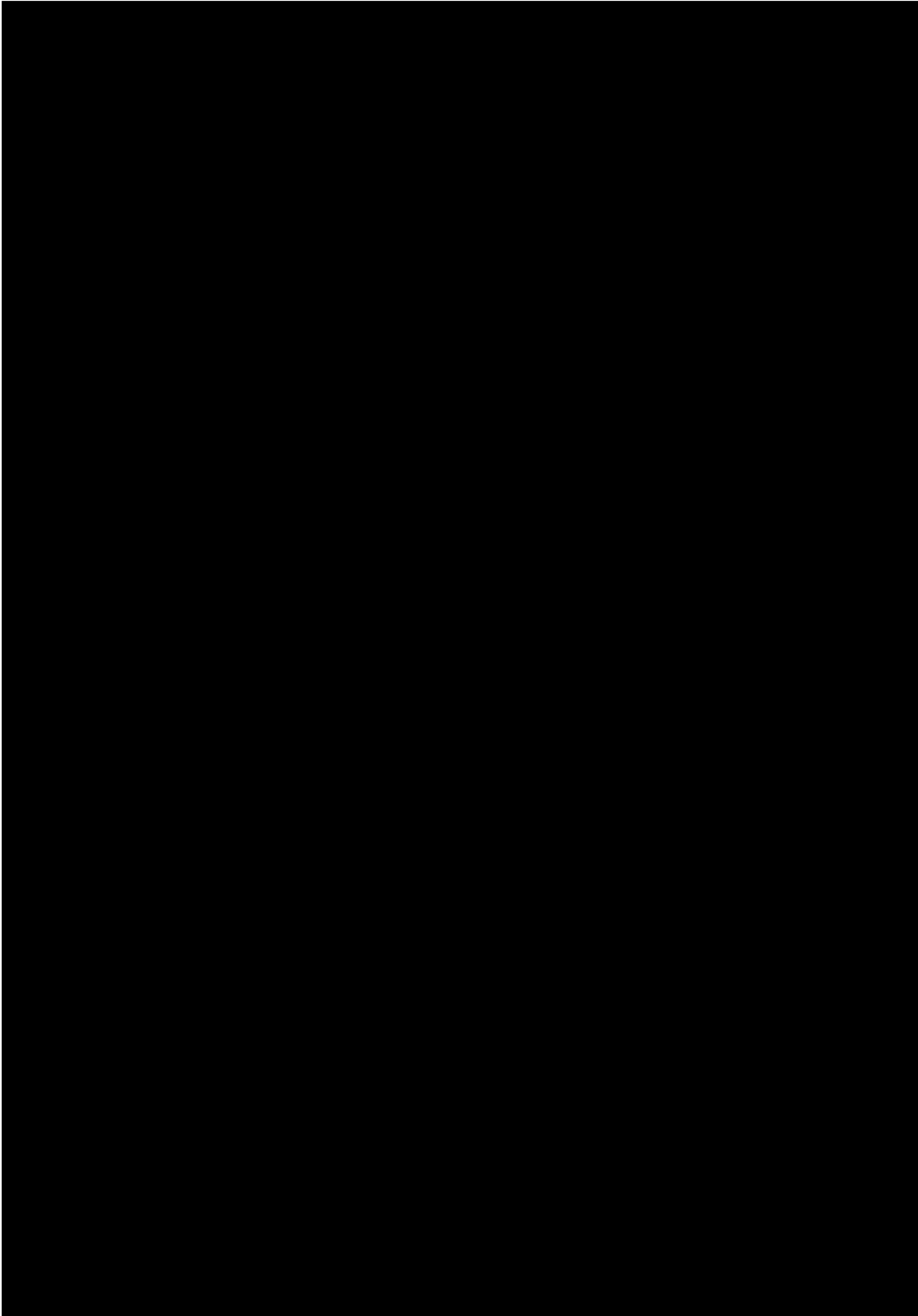
(D)

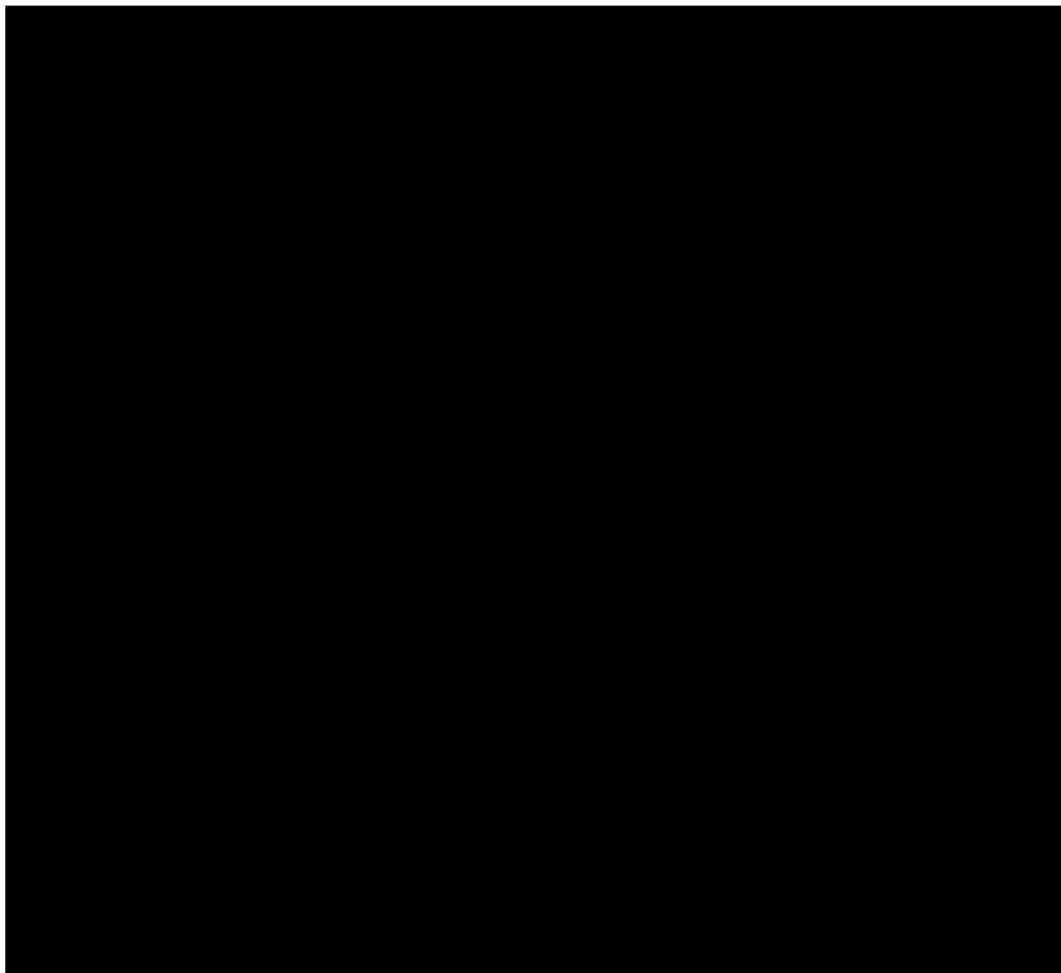
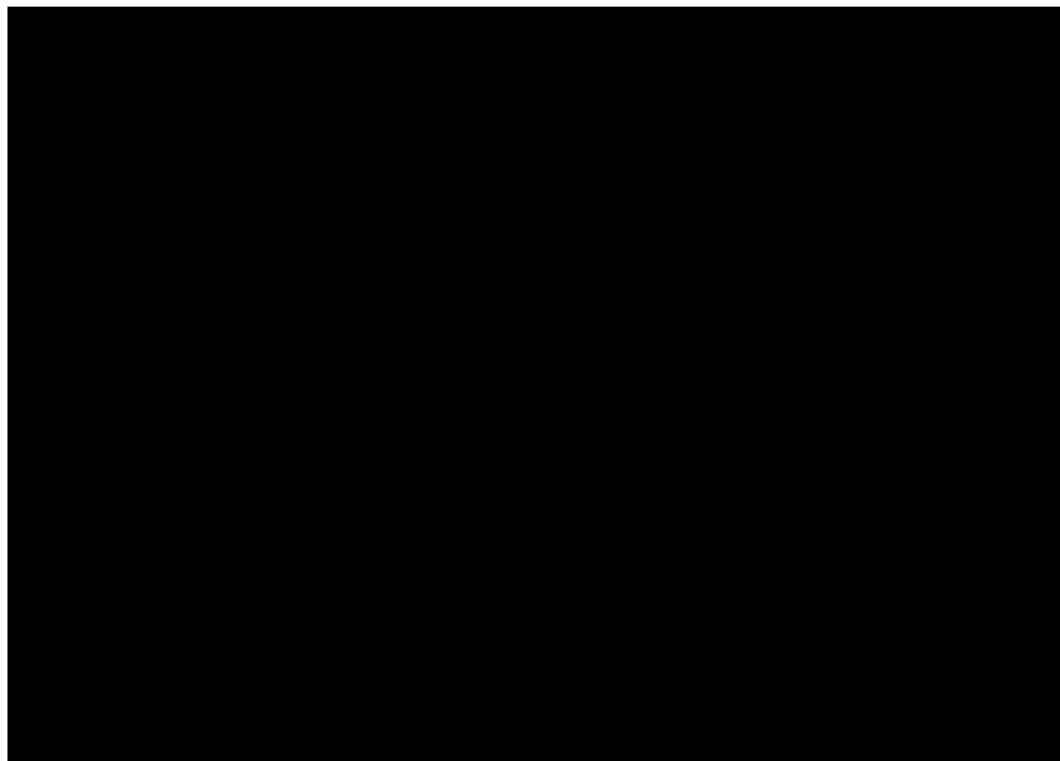


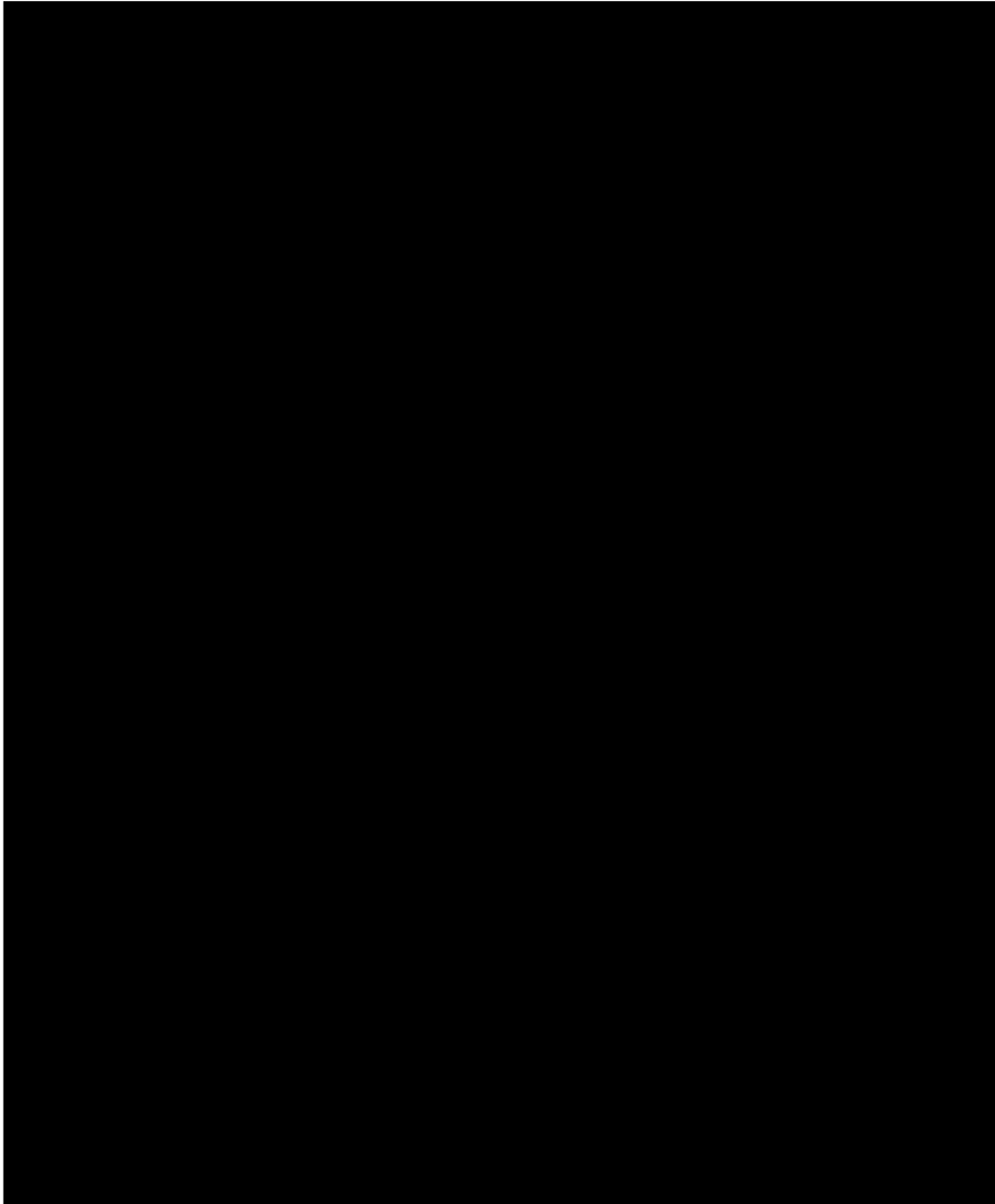
(E)

It is agreed as follows:

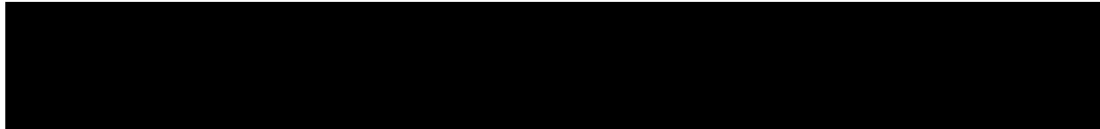
1 Interpretation

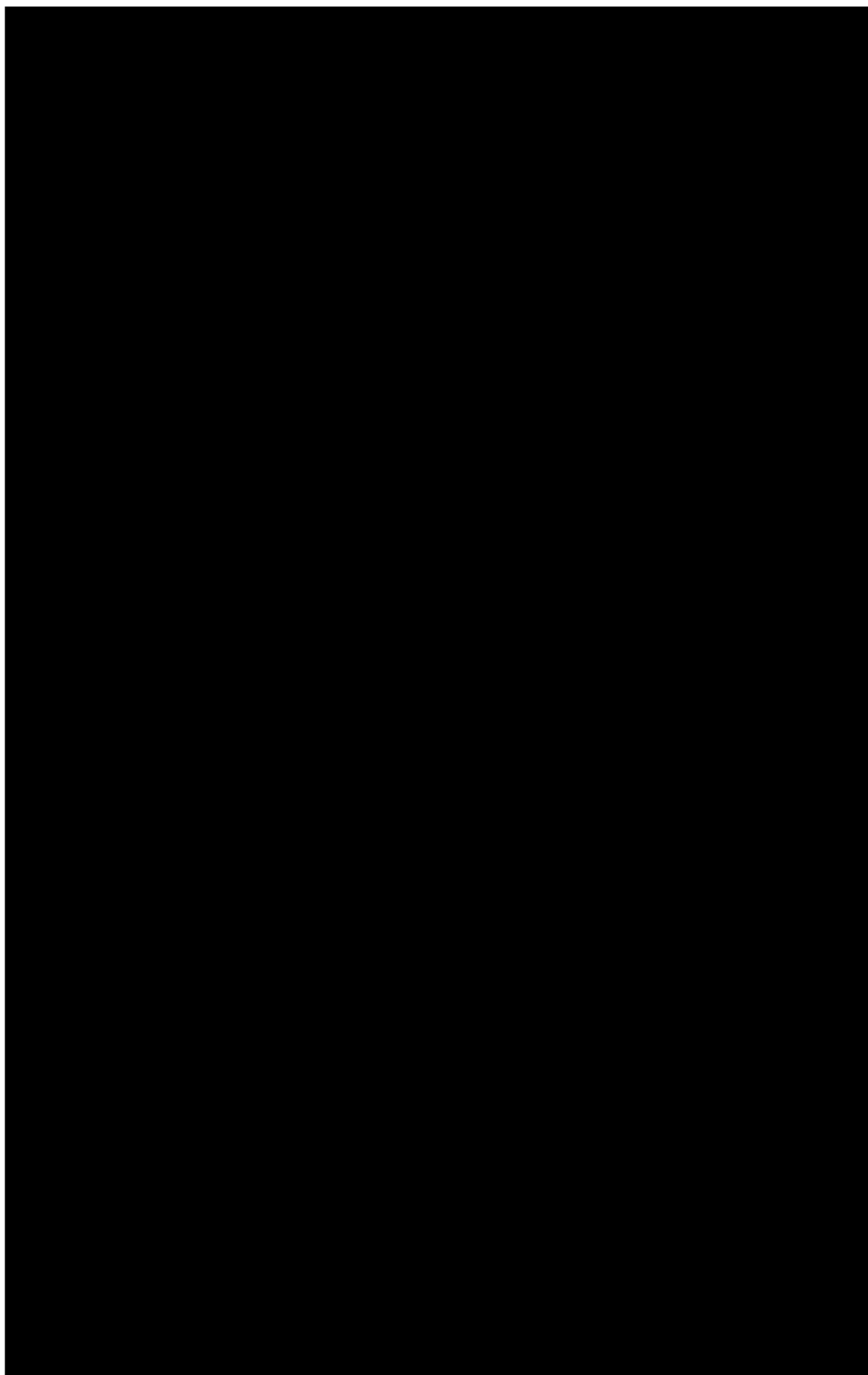


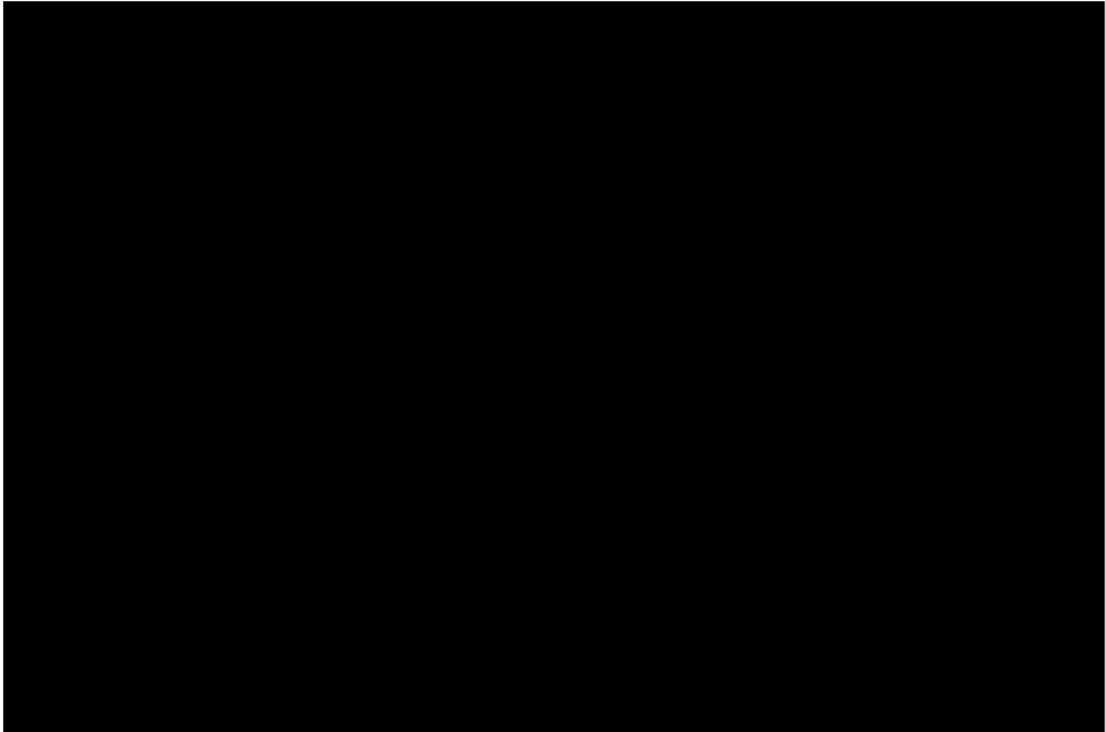




“Intellectual Property Rights” means trade marks, service marks, rights in trade names, business names, brand names, logos, patents, rights in inventions, registered designs, design rights, copyrights and related rights, moral rights, rights in domain names and URLs, and all other similar rights in any part of the world including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations, including any right in priority and all rights or forms of protection having equivalent or similar effect in any jurisdiction;





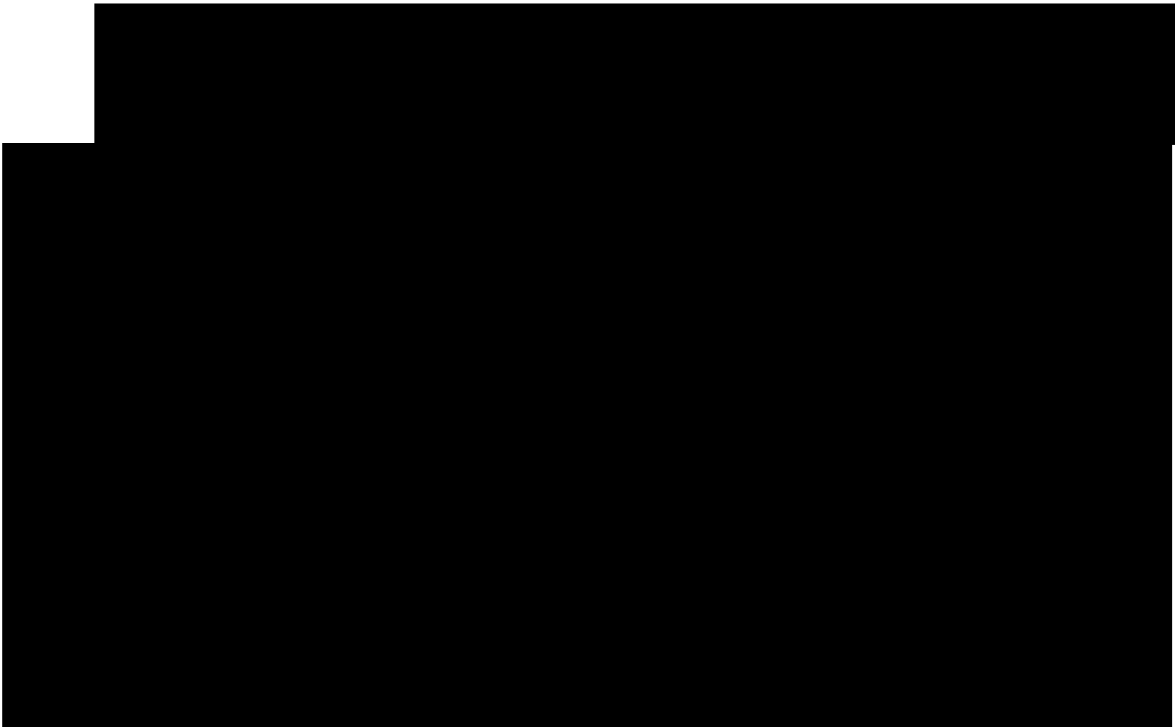


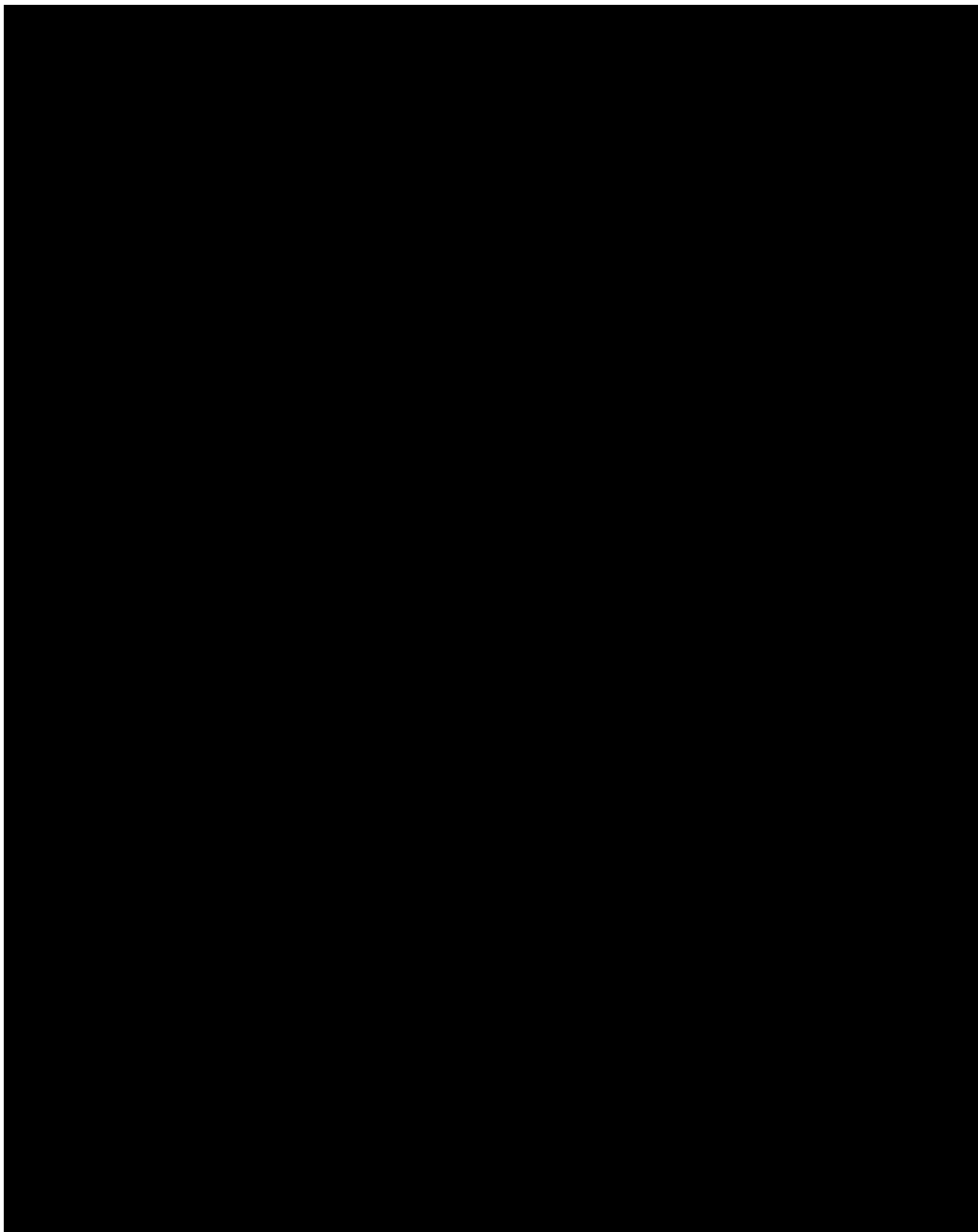
“Transferring IPR” means the Transferring Trade Marks, the Transferring Domain Names, the Transferring Social Media Accounts and the Transferring Patent;

“Transferring Patent” means the patent listed in Part 2 of Schedule 2;



“Transferring Trade Marks” means the registered trade marks set out in Part 2 of Schedule 2; and





2 Sale and Purchase of the Business

2.1 On and subject to the terms and conditions of this Agreement, the Seller shall sell, and the Purchaser shall purchase, the Business as a going concern (cession de fonds de commerce).

2.2 There shall be included in the sale of the Business under this Agreement, which shall be sold free from Encumbrances:

[REDACTED]

2.2.2 the Transferring IPR (subject to the terms set out in Schedule 2);

[REDACTED]

2.2.5 the Transferring Contracts (subject to the terms set out in Schedule 4).

2.3

[REDACTED]

2.4 The transfer of ownership of the Business shall occur on the Closing Date subject to Closing taking place in accordance with Clause 6.

3

[REDACTED]

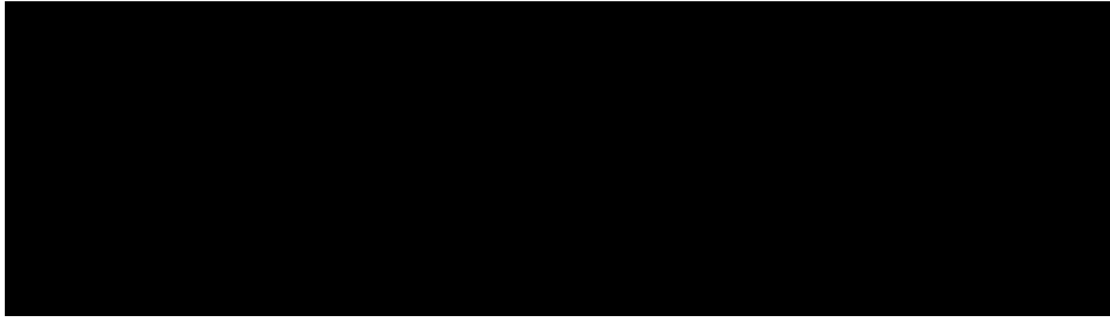
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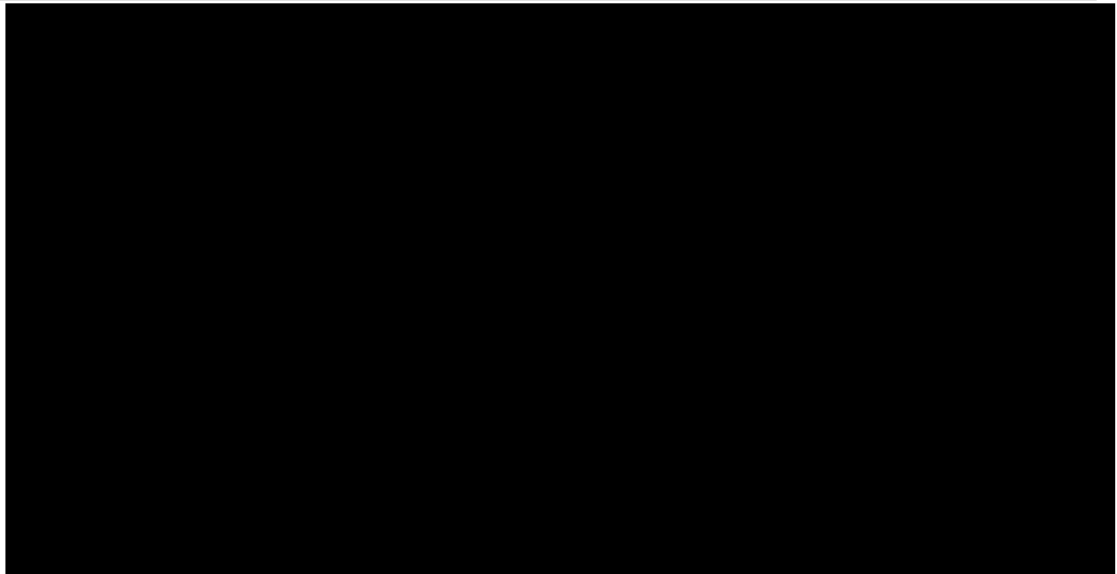
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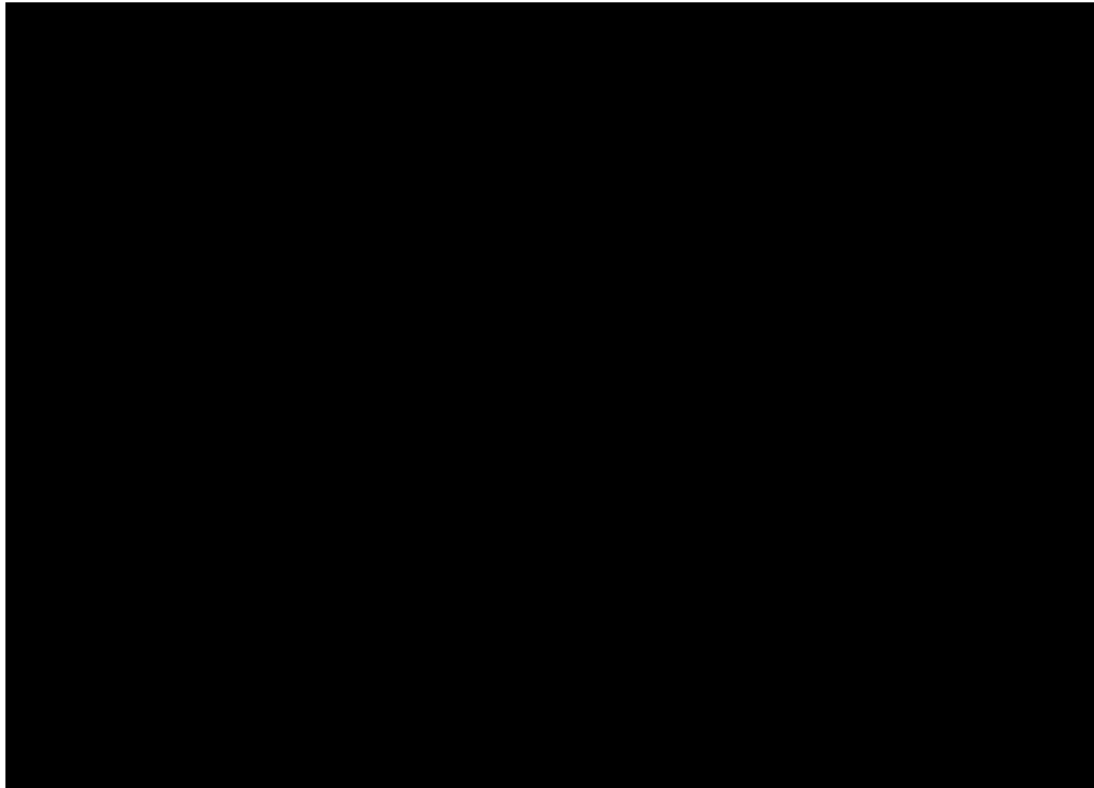
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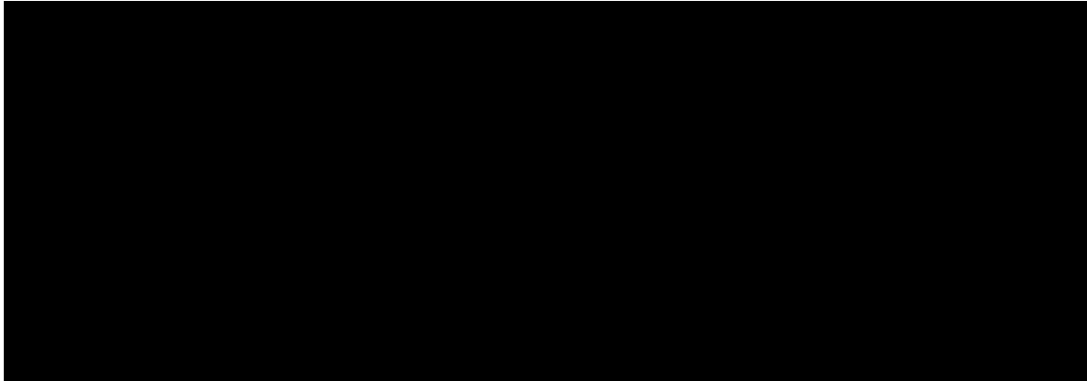
5 Conduct of business until the Closing Date

5.1

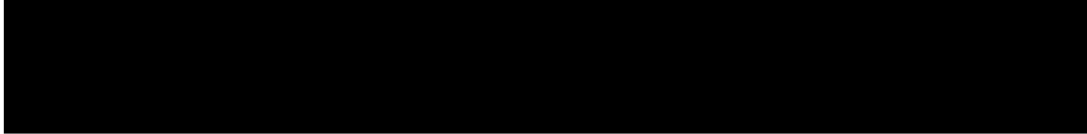
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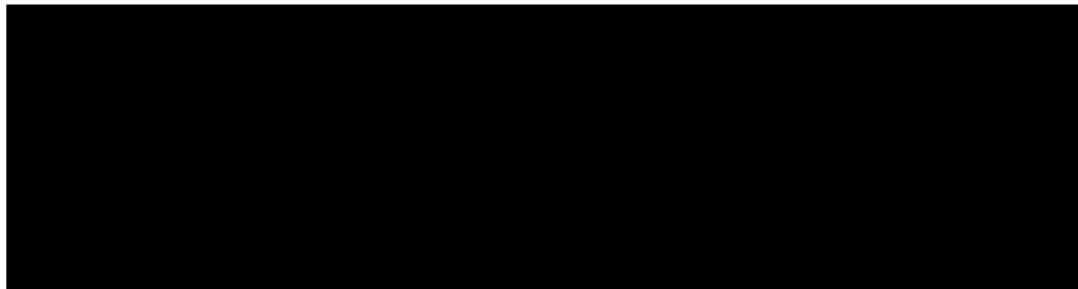
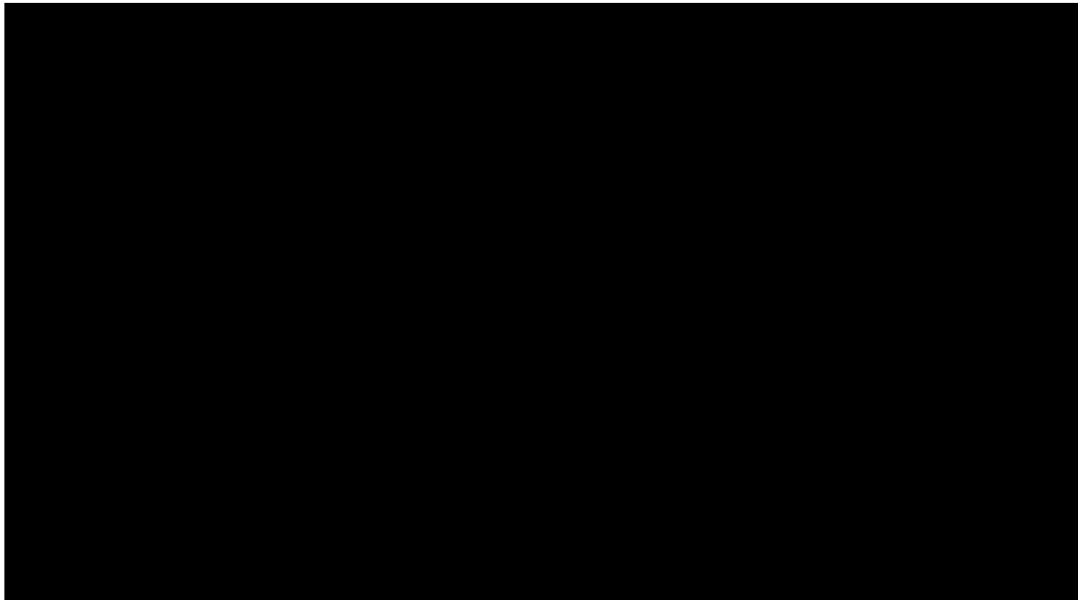


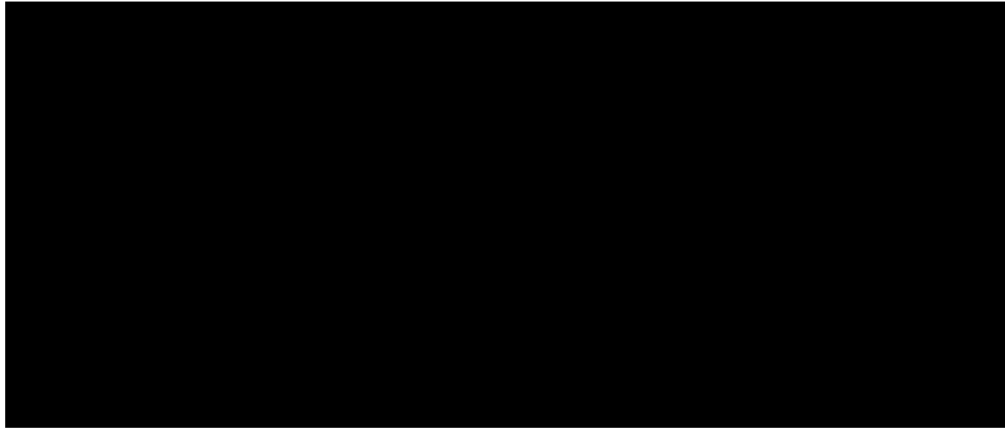
6 Closing

6.1 Date and place

Closing shall take place at the offices of Linklaters LLP in Paris on the last day of the month during which this Agreement is signed, or at such other date or location as the Purchaser and the Seller may agree in writing. The Purchaser and the Seller may also agree that Closing shall take place in electronic form and not through a physical meeting at the place indicated above.

6.2 Closing Matters

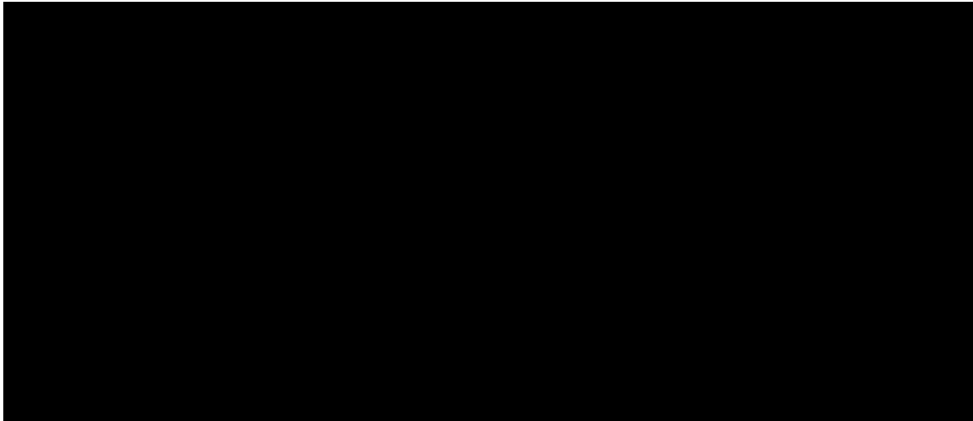
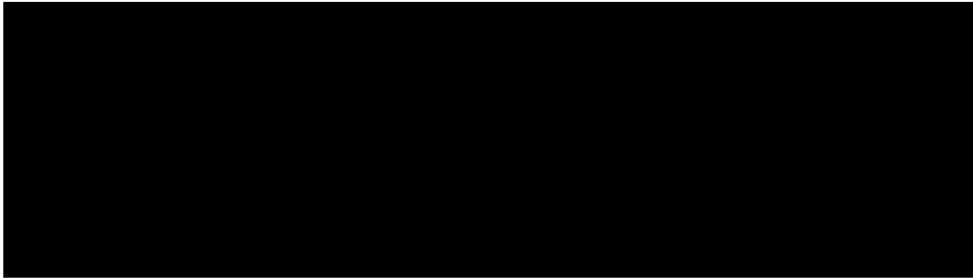




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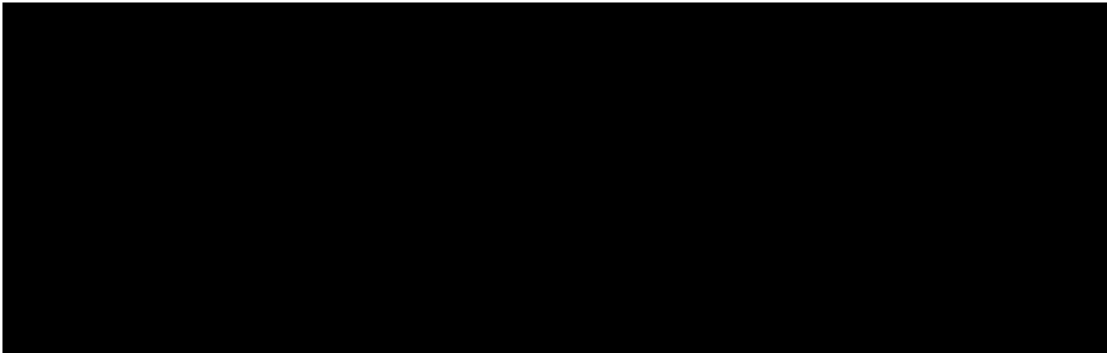


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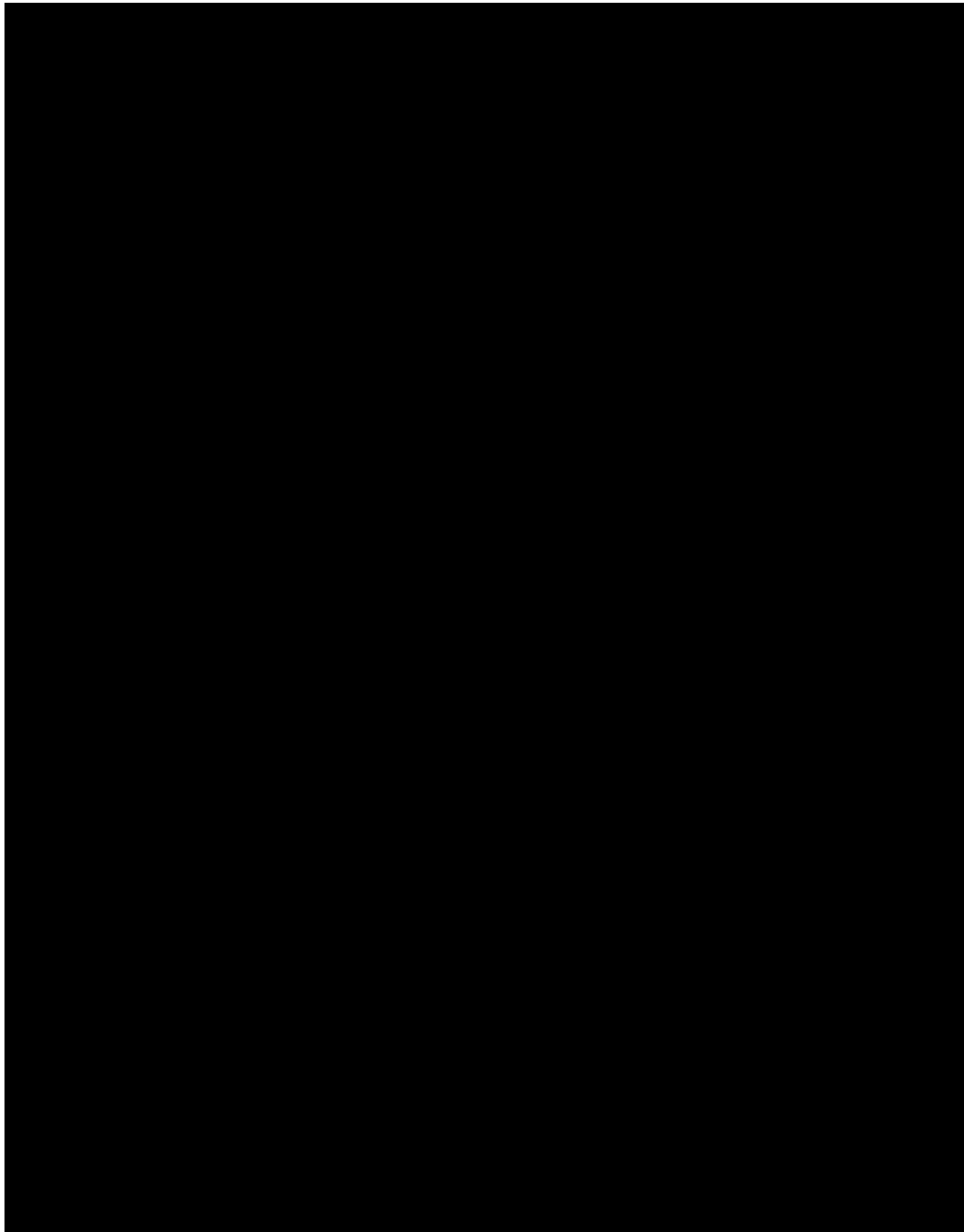
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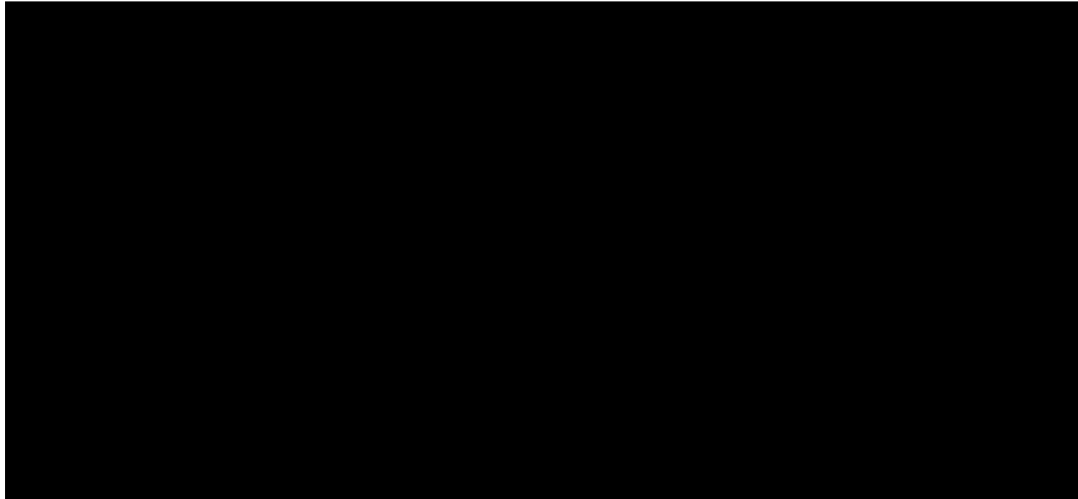




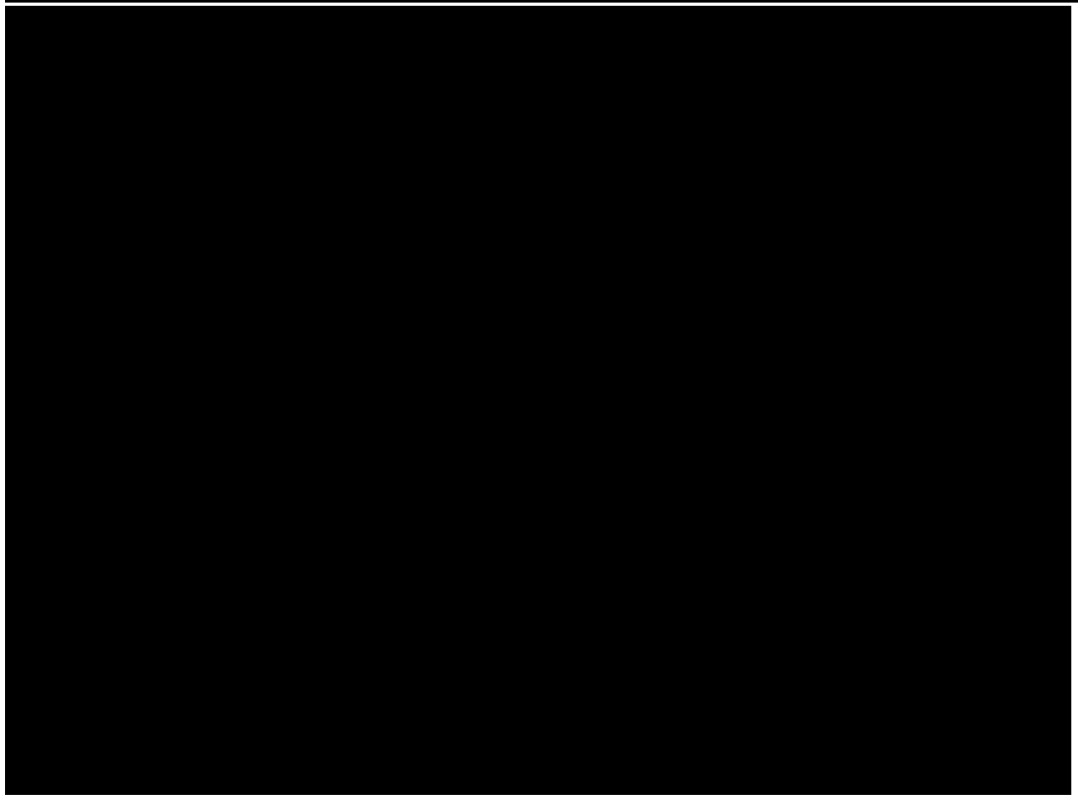
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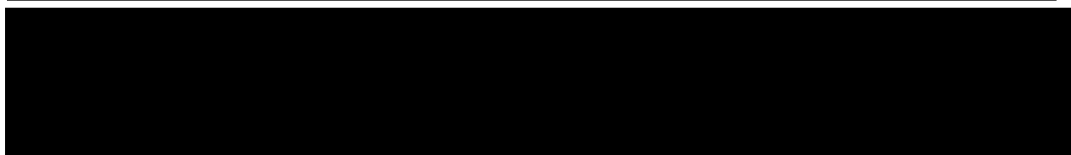
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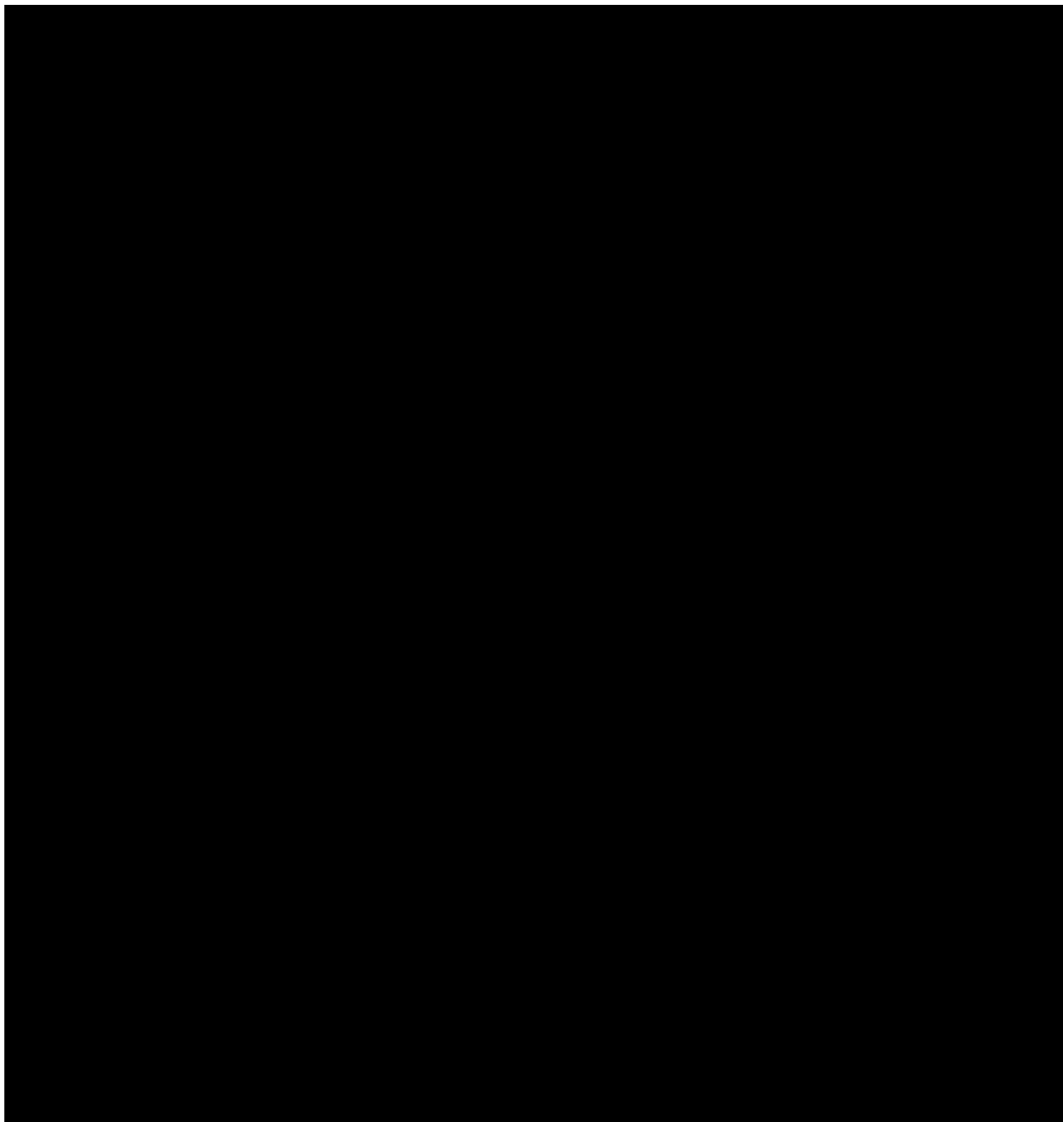
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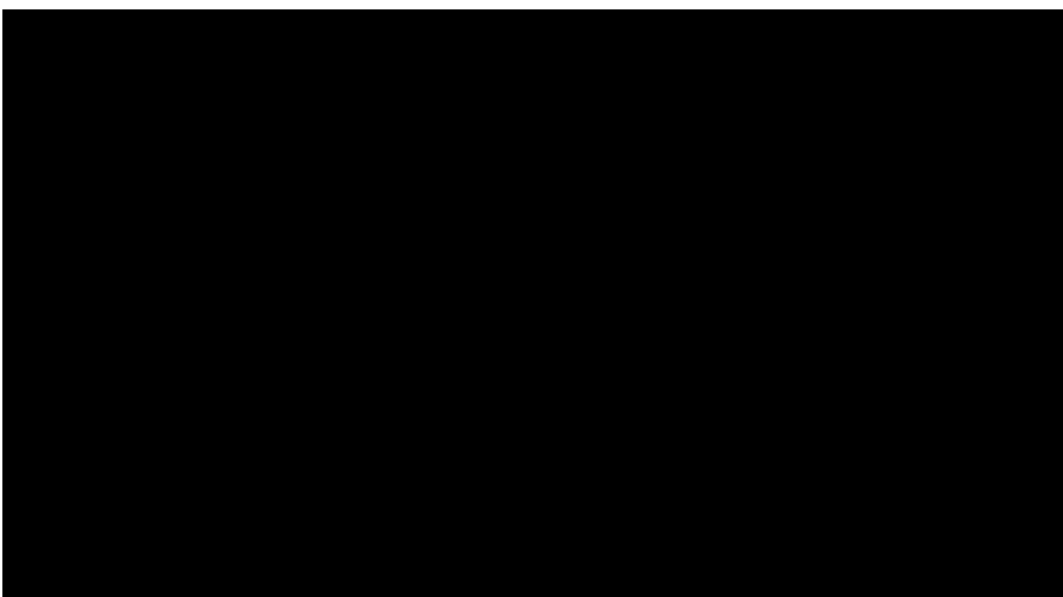
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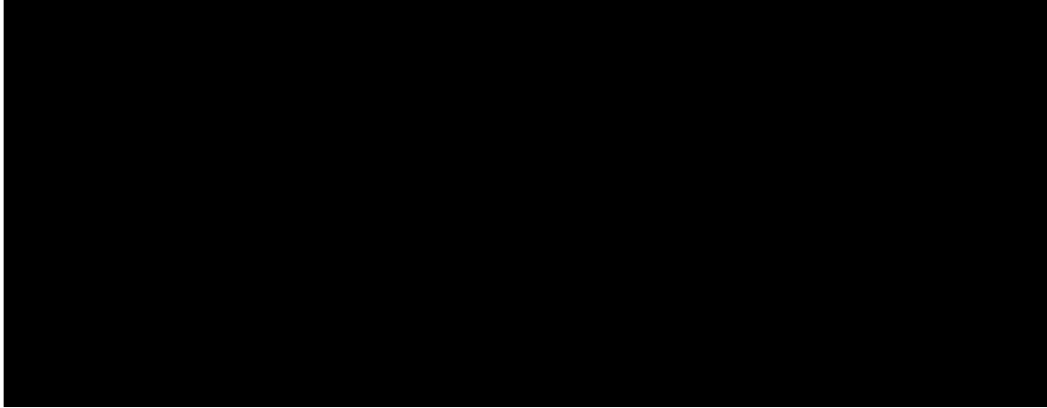


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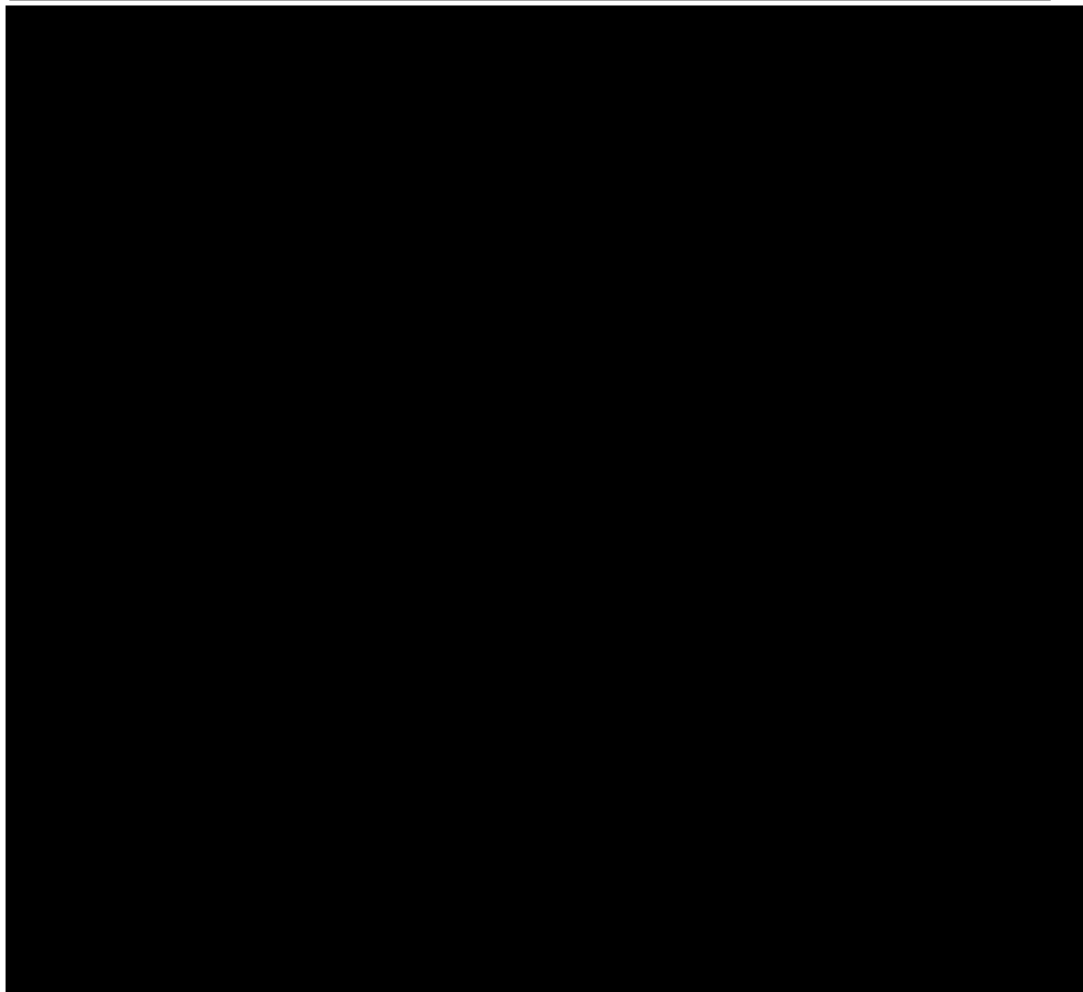
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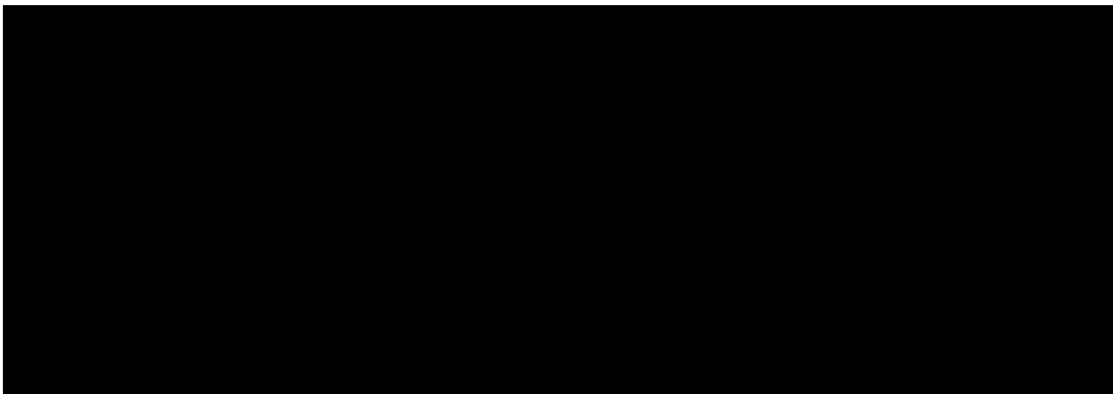
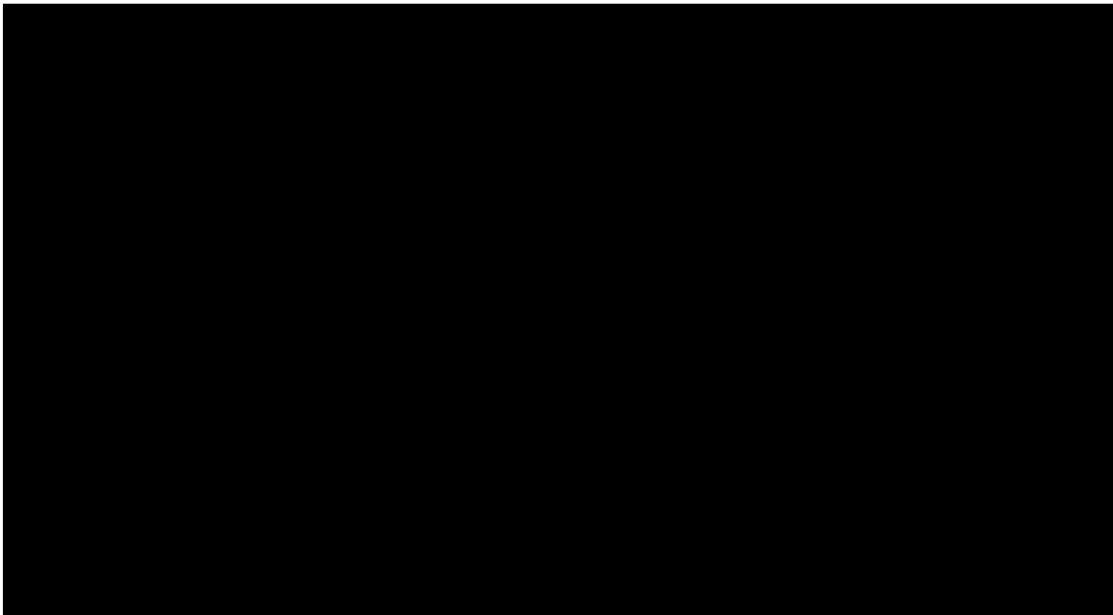
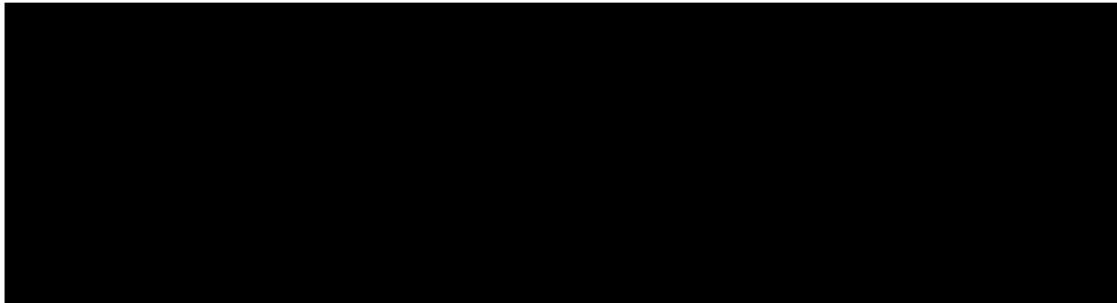
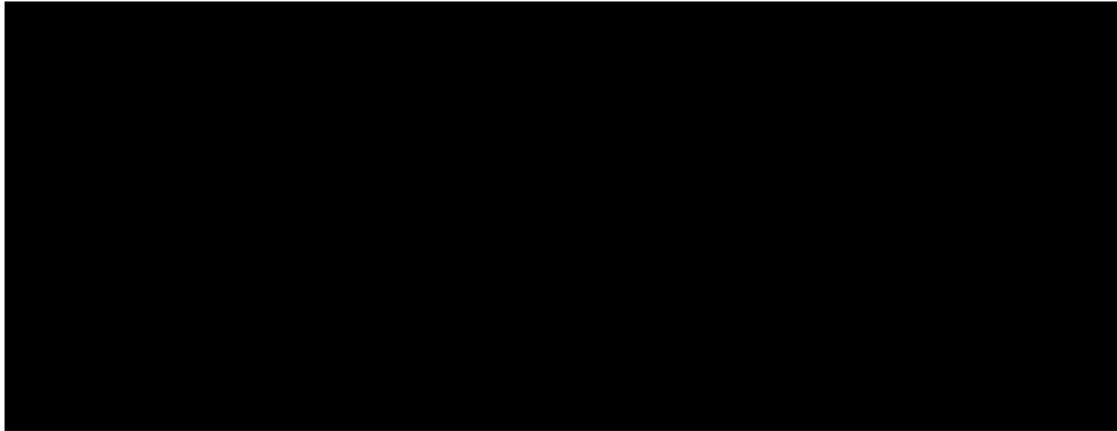


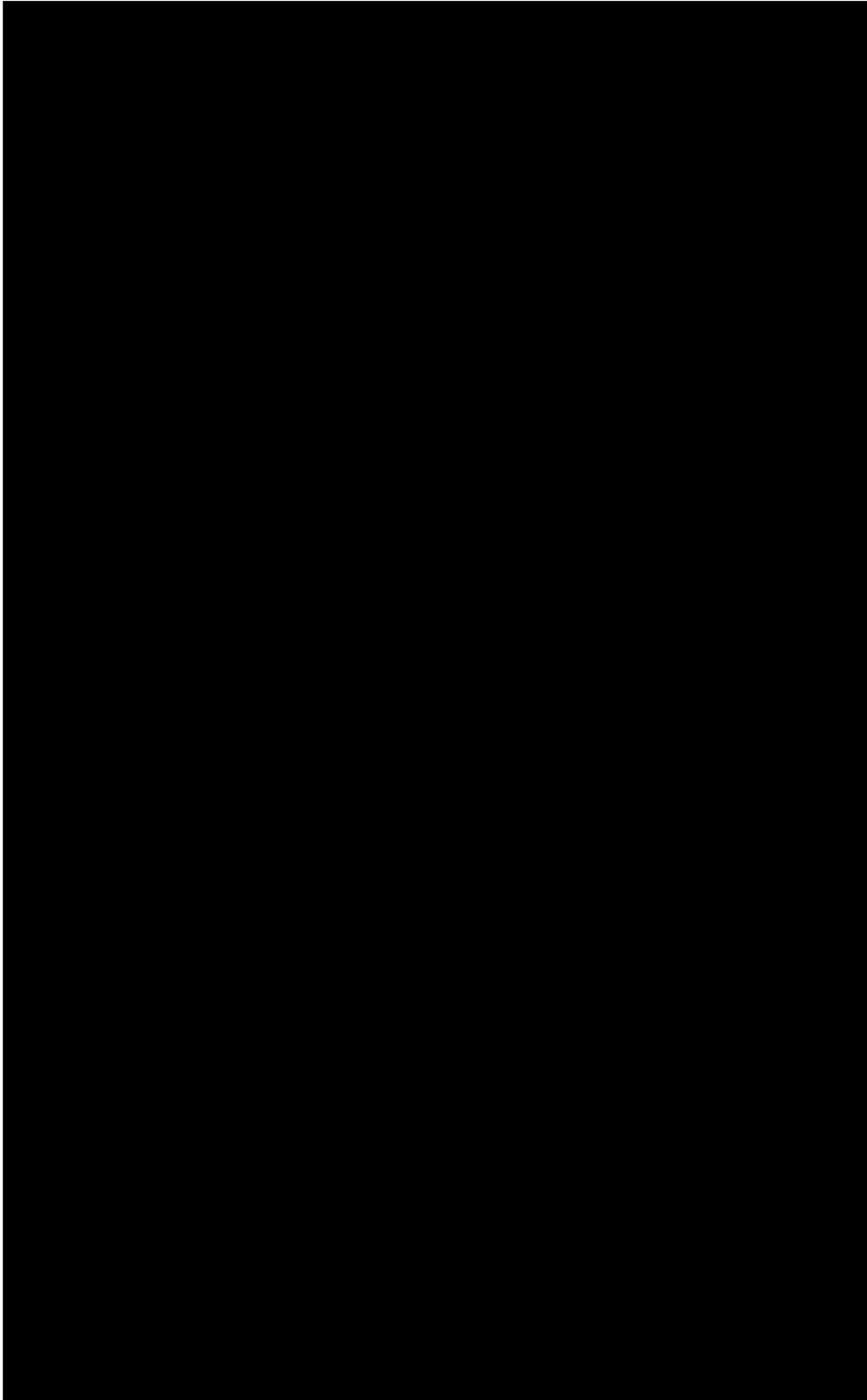
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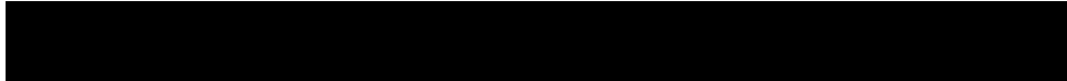
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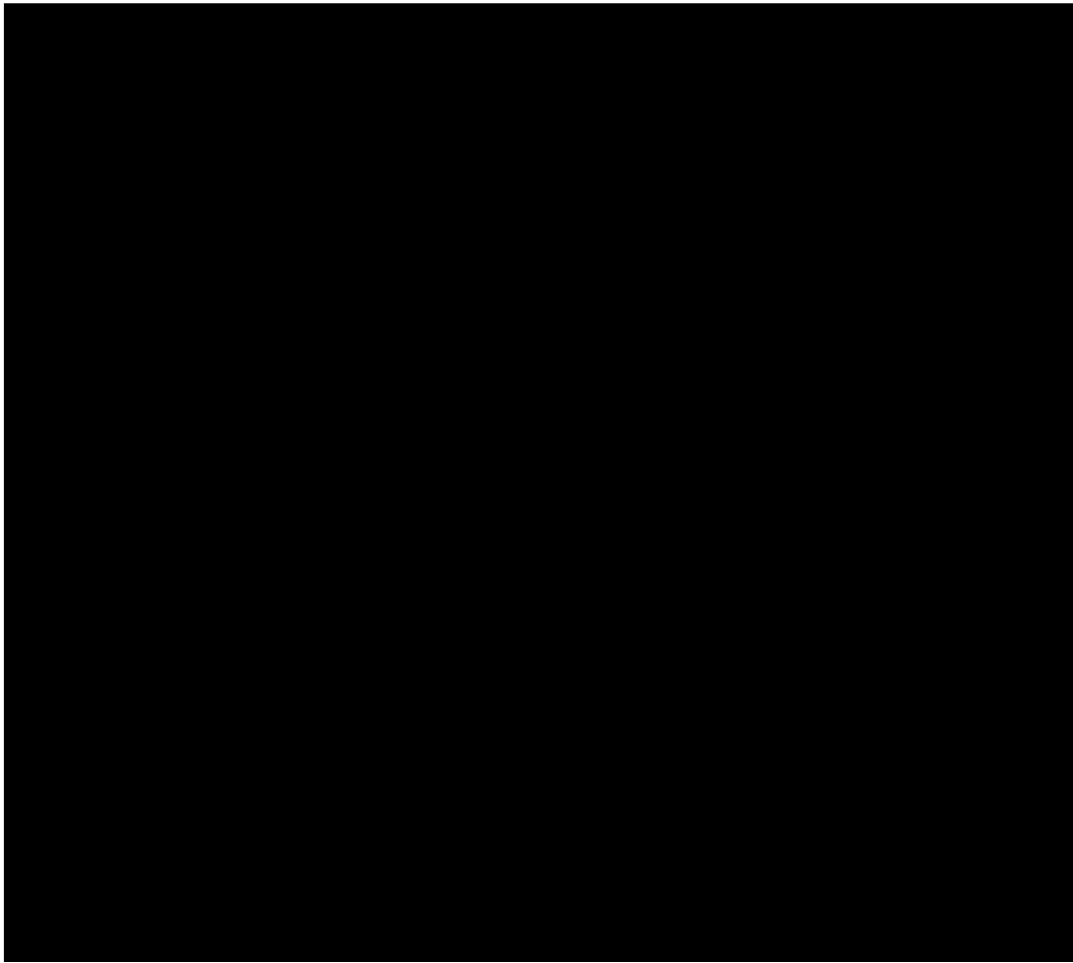


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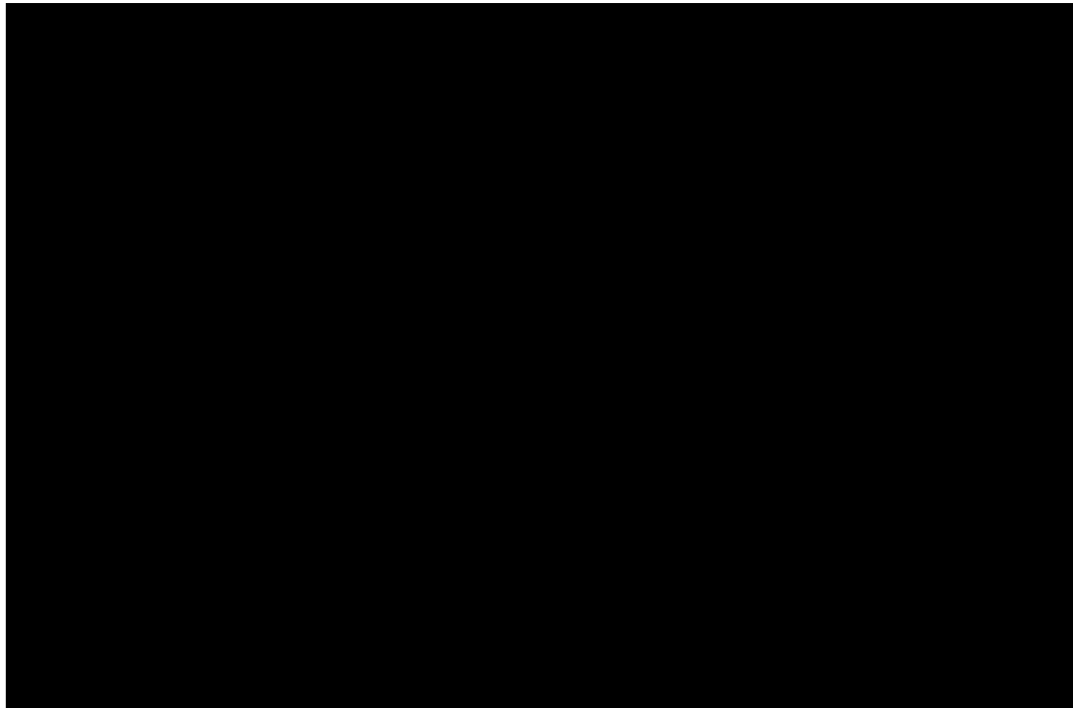




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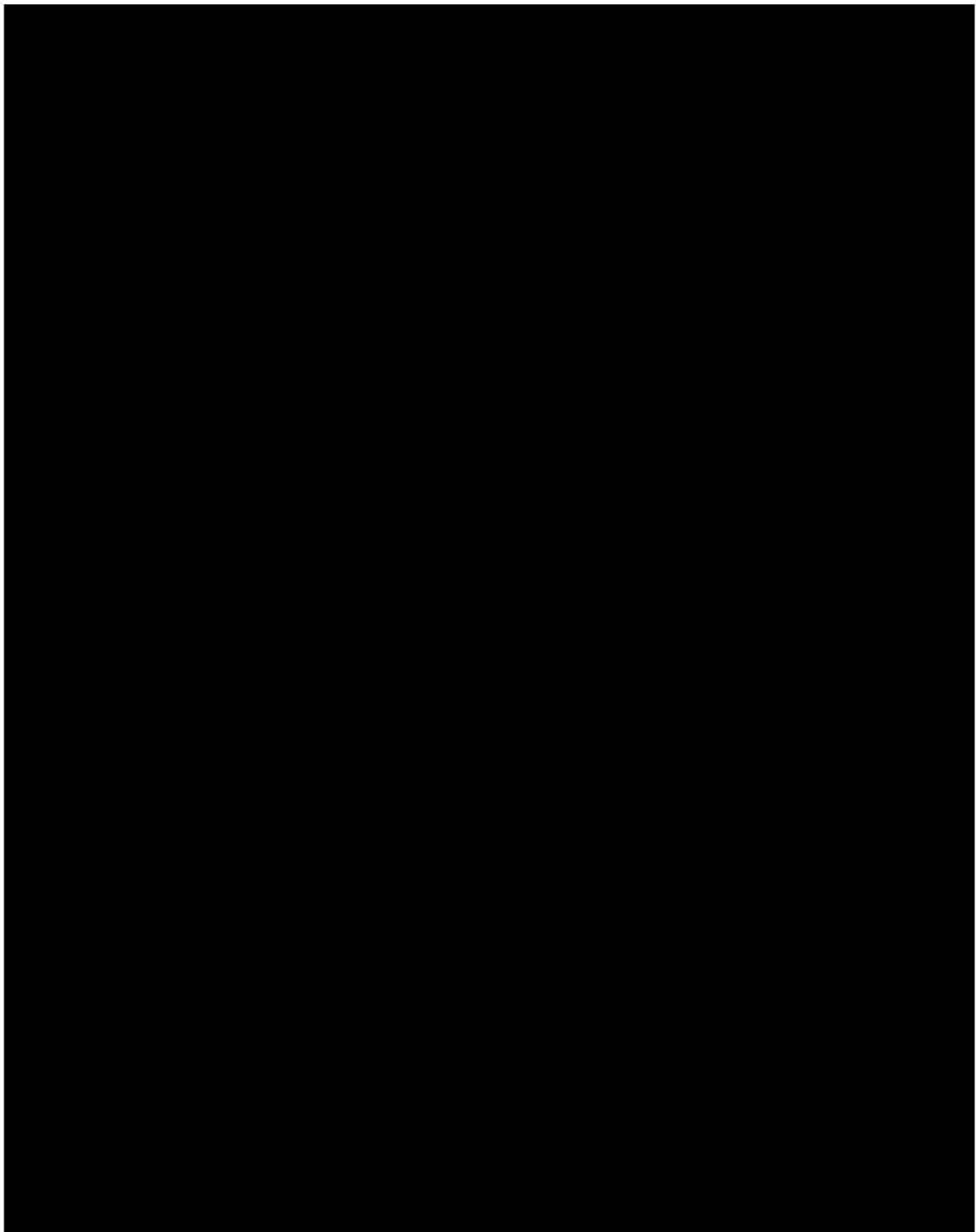
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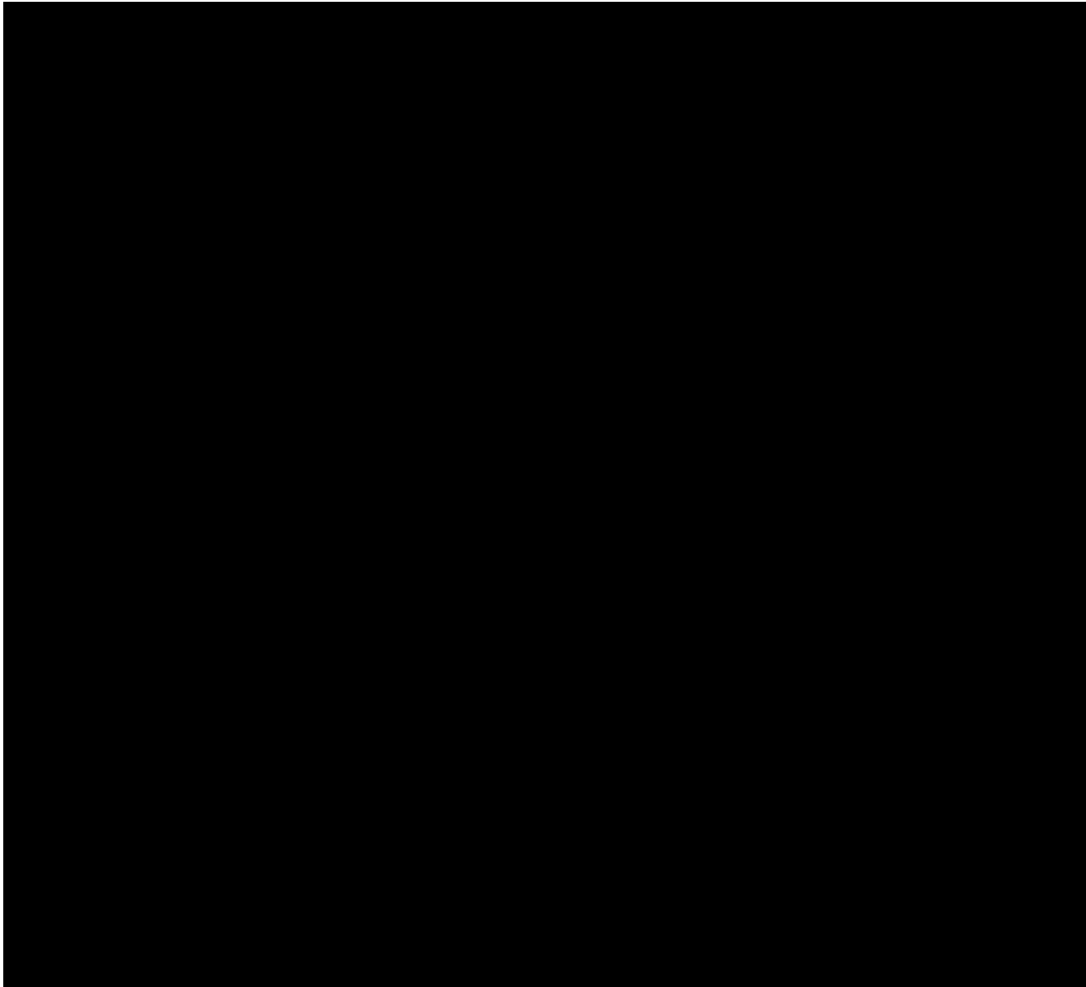
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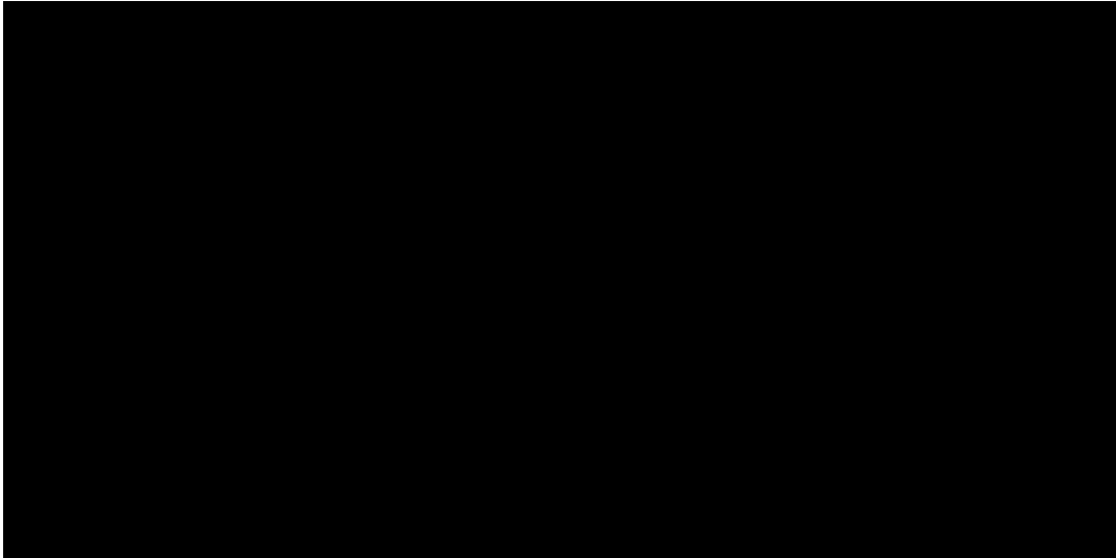


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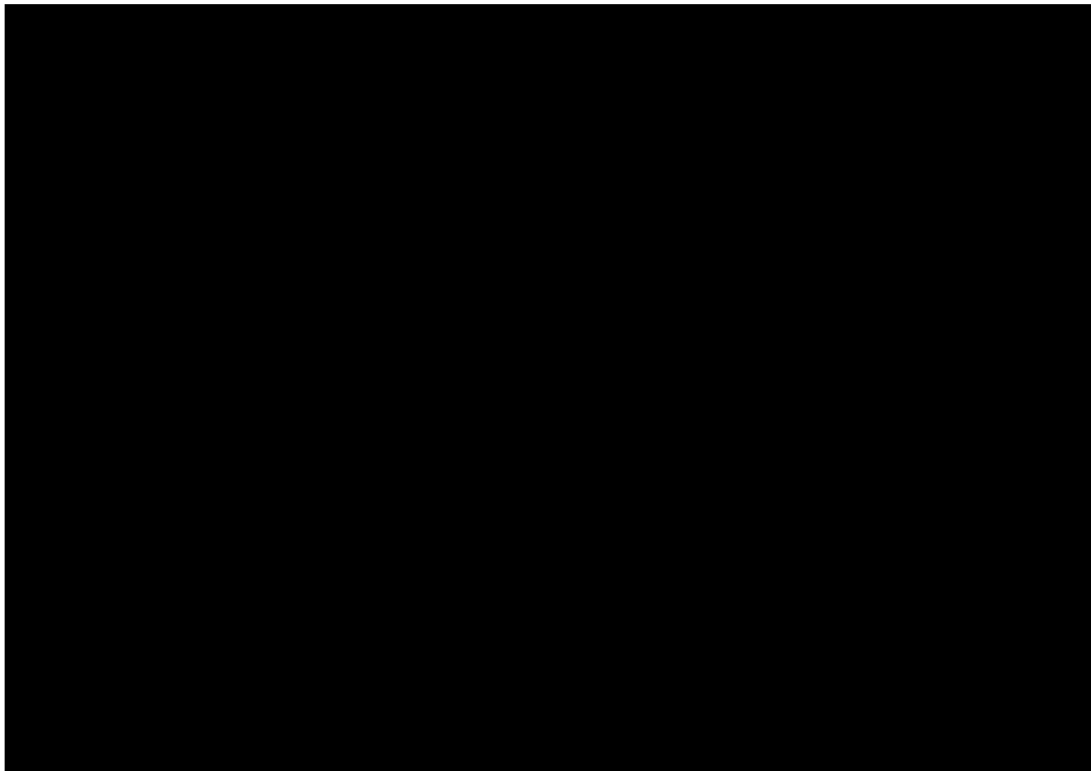


14.3 Successors - Assignment

14.3.1 This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors (including as a result of any "transmission universelle de patrimoine", merger, spin off or other similar operation).

14.3.2 Without prejudice to Clause 14.3.1, none of the Parties may, without the prior written consent of the other, assign, grant any security interest over, hold on trust or otherwise transfer the benefit of the whole or any part of this Agreement.

14.4



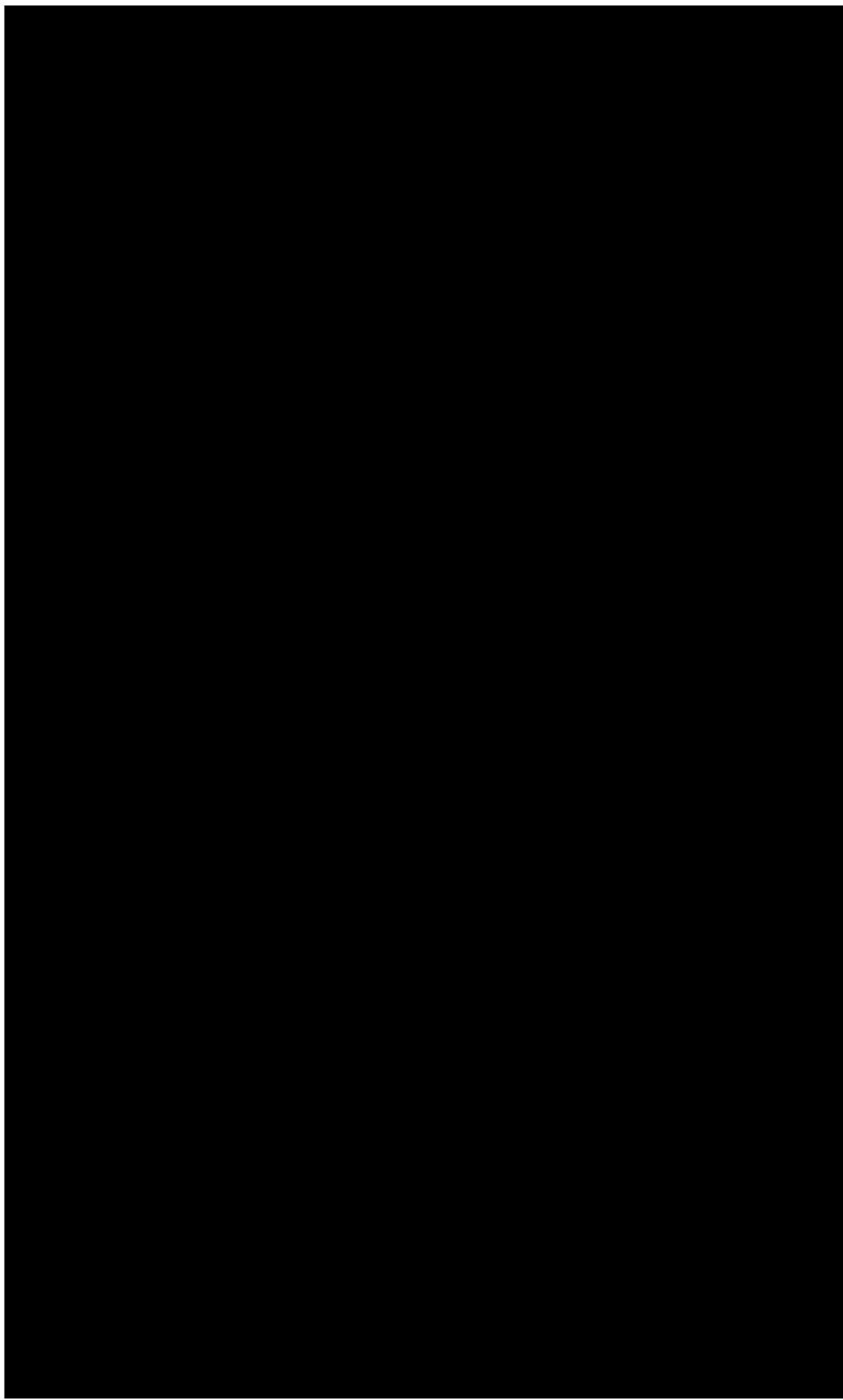
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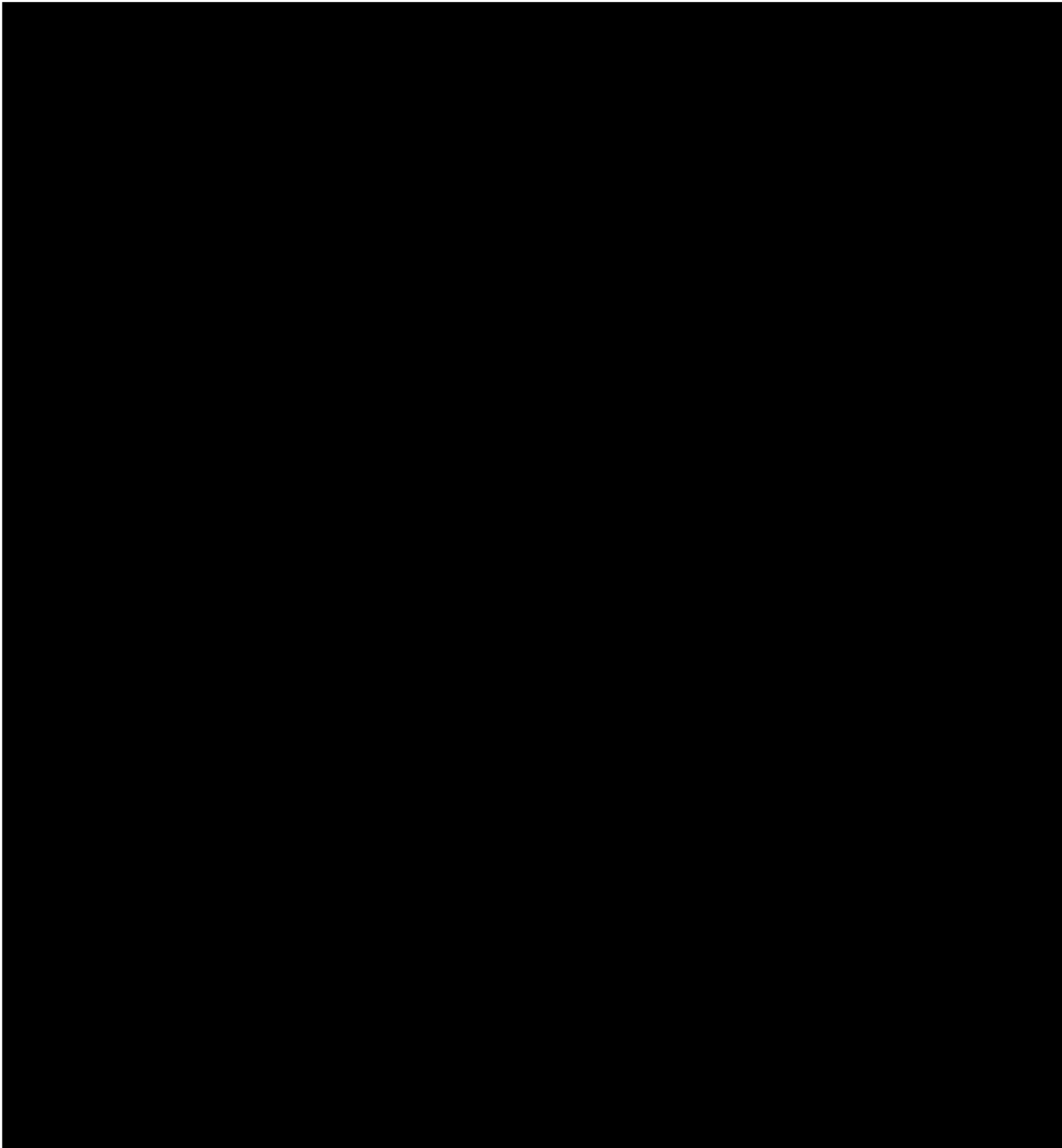
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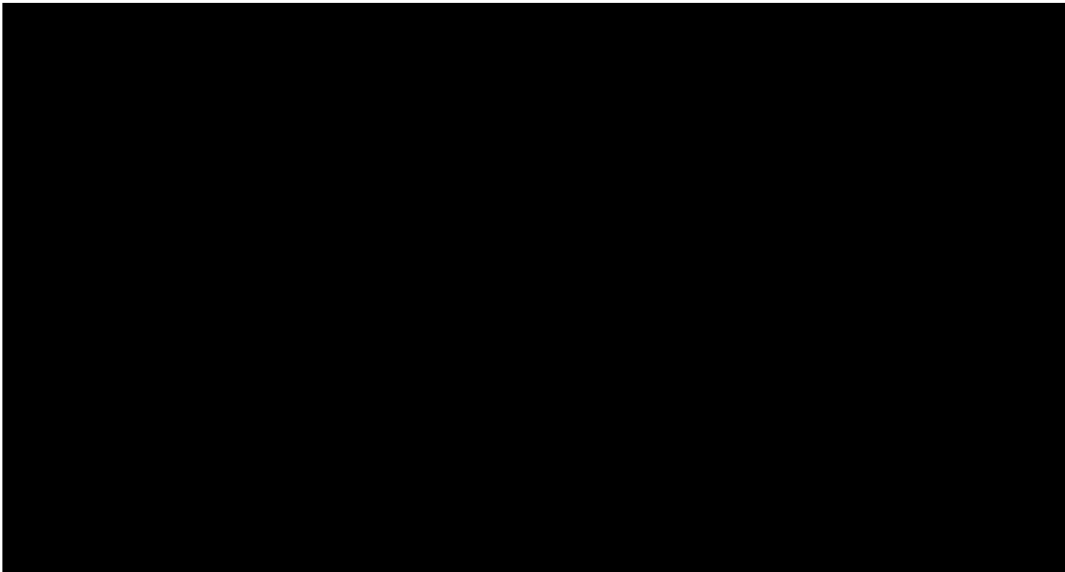
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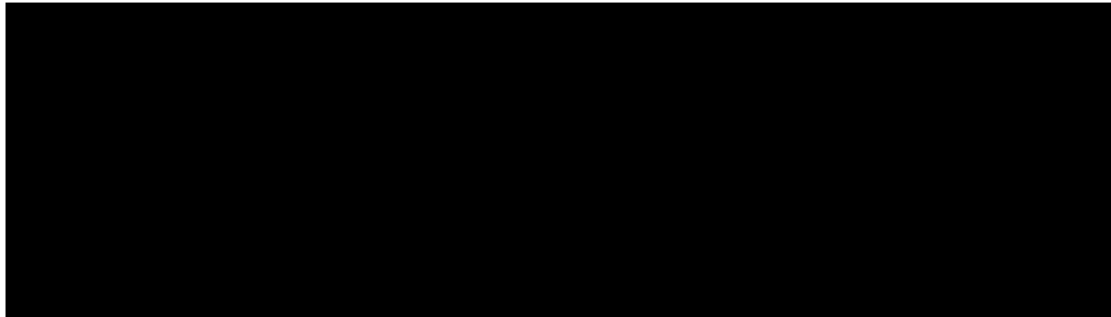


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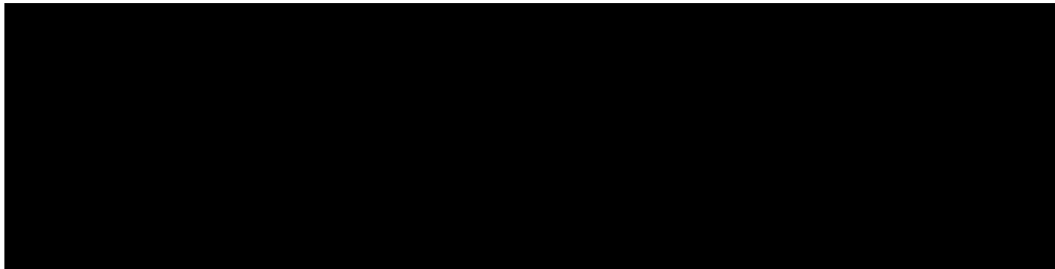




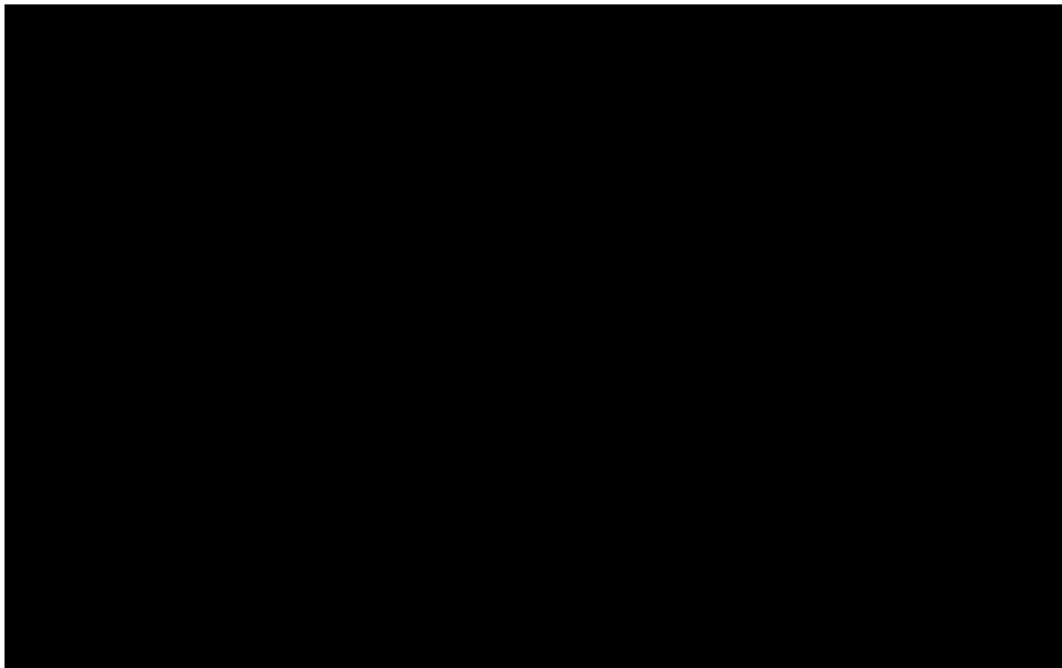
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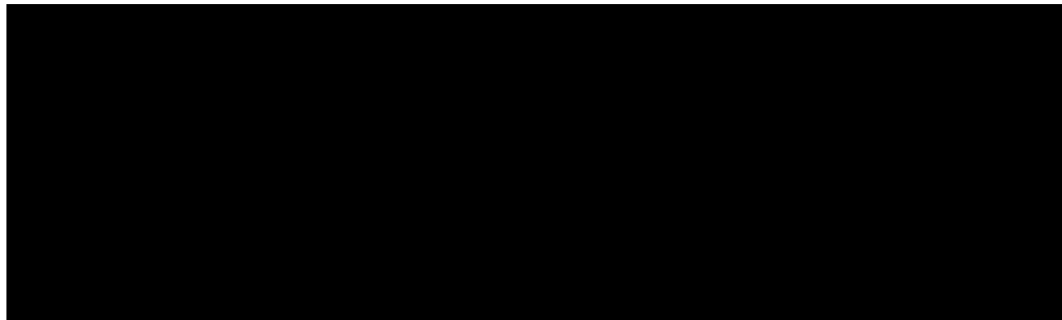
14.12



14.13



14.14



15 Governing Law - Disputes

15.1 This Agreement and any non-contractual obligations arising out of or in connection with this Agreement are governed by and shall be construed in accordance with French law, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980).

15.2 Subject to Clause 4.4, all disputes arising out of or in connection with this Agreement (including without limitation with respect to its signature, validity, performance, interpretation, termination and post-termination obligations hereof and any non-contractual obligation arising out of or in connection with this Agreement) shall be submitted to the exclusive jurisdiction of the Commercial Court (Tribunal de commerce) of Paris.

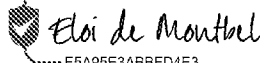
16 Electronic signature - Evidence agreement

- 16.1** This Agreement is signed by the Parties electronically, in accordance with the first sentence of the second paragraph of article 1367 of the French Civil Code, by means of an electronic signature creation device provided by DocuSign (the “**Device**”), and constitutes an act in electronic form in accordance with article 1366 of the French Civil Code.
- 16.2** The Parties acknowledge that the Device allows each Party to be in possession or have access to a copy of this Agreement in a durable medium, in accordance with article 1375 of the French Civil Code.
- 16.3** Each Party shall be responsible for keeping an electronically signed copy of this Agreement.
- 16.4** The Parties agree that the electronic signature of this Agreement by means of the Device, whether simple or advanced, shall benefit from the same presumption of reliability as is the case when a qualified electronic signature within the meaning of the last sentence of the second paragraph of article 1367 of the French Civil Code is used. Accordingly, if a Party denies the electronic signature made on its behalf, the burden of proof of a misuse of signature before the competent court will exclusively be on such Party in accordance with the principle set forth in article 288-1 of the French Code of Civil Procedure.
- 16.5** Each Party agrees that the provisions of this Clause shall apply mutatis mutandis to any other agreement or document executed pursuant to this Agreement if such agreement or document is signed electronically by means of the Device.

[Signatures on the following page]

Signed on 29 December 2021,


In one (1) electronic signed copy.

DocuSigned by:

E5A95E3ABBFD4E3...

O-I FRANCE SAS

Represented by: Eloi de Montbel

Title: Directeur général

DocuSigned by:

050D5E89C69B42A...

BERLIN PACKAGING FRANCE

Represented by: Eric Citone

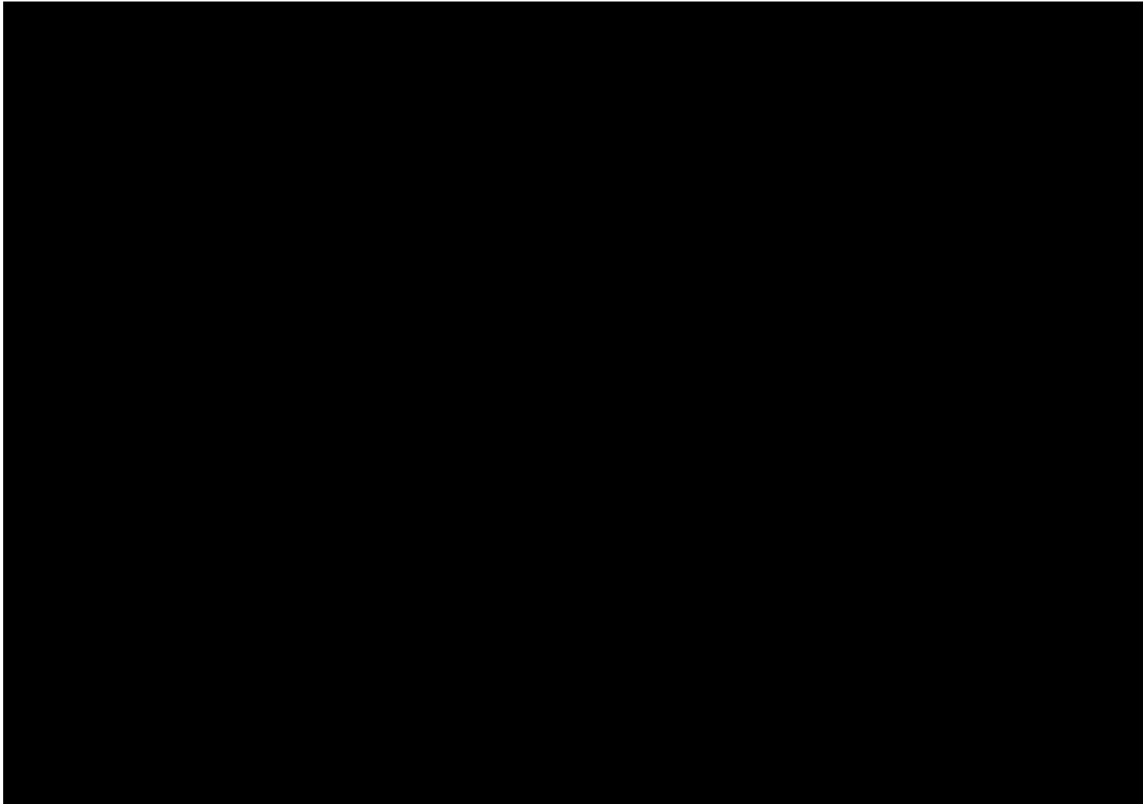
Title: Président

Schedule 2 Intellectual Property Rights

Part 1 Assignment of the Transferring IPR

- 1 Transferring IPR (other than the Transferring Domain Names and the Transferring Patent)**
- 1.1** Subject to the provisions of paragraph 2 below, the Seller hereby assigns to the Purchaser, with effect from the Closing Date, all the Transferring IPR (other than the Transferring Domain Names and the Transferring Patent), including:
- 1.1.1 all of its right, title and interest in and to the Transferring IPR and all of the goodwill attaching to and represented by the Transferring IPR, but no other goodwill;
 - 1.1.2 the entitlement to any registrations granted pursuant to any of the applications comprised within the Transferring IPR; and
 - 1.1.3 the right to bring claims or actions and obtain relief (and to retain any damages or other monies recovered) in respect of any infringement of the Transferring IPR and any other cause of action arising from ownership of the Transferring IPR, whether occurring before, on, or after, the Closing Date.
- 1.2** At the Purchaser's reasonable request and cost, the Seller shall, or shall procure that the relevant members of the Seller's Group shall, during the period from the Closing Date until the date which is one (1) month thereafter, execute such documents, forms and authorisations, and take such other actions, as are reasonably necessary for the purpose of giving the Purchaser the full benefit of the Transferring IPR.
- 1.3** Pursuant to Article L. 143-17 of the French Commercial Code, the Purchaser shall, within fifteen (15) calendar days following the filing of this Agreement with the clerk of the Clermont-Ferrand Commercial Court (*greffe du tribunal de commerce de Clermont-Ferrand*), register the assignment of the French Transferring IPR at the National Institute of Industrial Property (*Institut National de la Propriété Industrielle*).
- 2 Familia Wiss Trademarks**
- 2.1** For the purpose of this paragraph 2, the following terms shall have the meanings specified below:
- "**Familia Wiss Agreements**" means the three (3) agreements dated 20 September 2012 entered into between the Seller and Massilly France SAS as set out in Part 2 of Schedule 4; and
 - "**Familia Wiss Trademarks**" means the Familia and Familia Wiss trademarks co-owned by the Seller and Massilly France SAS registered under numbers 1 283 975, 1 001 502, 1 203 829, R 394 834, 82 018, 394 834 as set out in Part 2 of Schedule 2.
- 2.2** If, for any reason whatsoever, the assignment by the Seller to the Purchaser of the Seller's co-ownership rights on the Familia Wiss Trademarks cannot be implemented as part of the transactions contemplated by this Agreement and to the extent not required to transfer such co-ownership rights to Massilly France SAS, the Seller undertakes not to transfer (including through the licencing of) any of its rights on the Familia Wiss Trademarks to any person other



than the Purchaser or any of its Affiliates and the Seller and the Purchaser shall make such arrangements between themselves to provide the benefits, for their remaining duration, of the Familia Wiss Agreements for the Purchaser.



Part 2
List of Transferring IPR






1 Transferring Trade Marks





Registered Proprietor	Trade Mark	Territory	Application No.	Registration No.	Classes	Status
O-I FRANCE SAS and MASSILLY FRANCE (co-ownership)	FAMILIA	French Polynesia	714 516	1 283 975	06, 20, 21	Granted
O-I FRANCE SAS and MASSILLY FRANCE (co-ownership)	FAMILIA	France	714 516	1 283 975	06, 20, 21	Granted
O-I FRANCE SAS and MASSILLY FRANCE (co-ownership)	FAMILIA WISS	United Kingdom	1 001 502	1 001 502	06, 20, 21	Granted
O-I FRANCE SAS and MASSILLY FRANCE (co-ownership)	FAMILIA WISS	France	629 458	1 203 829	06, 20, 21	Granted
O-I FRANCE SAS and MASSILLY FRANCE (co-ownership)	FAMILIA WISS	Germany	394 834	R 394 834	06, 20, 21	Granted
O-I FRANCE SAS and MASSILLY FRANCE (co-ownership)	FAMILIA WISS	Benelux	394 834	R 394 834	06, 20, 21	Granted
O-I FRANCE SAS and MASSILLY FRANCE (co-ownership)	FAMILIA WISS	Ireland	82018	82 018	06, 20, 21	Granted

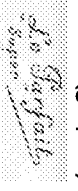



Registered Proprietor	Trade Mark	Territory	Application No.	Registration No.	Classes	Status
O-I FRANCE SAS and MASSILLY FRANCE (co-ownership)	FAMILIA WISS	Liechtenstein	394 834	R 394 834	06, 20, 21	Granted
O-I FRANCE SAS and MASSILLY FRANCE (co-ownership)	FAMILIA WISS	Italy	394 834	R 394 834	06, 20, 21	Granted
O-I FRANCE SAS and MASSILLY FRANCE (co-ownership)	FAMILIA WISS	Madrid Protocol	394 834	R 394 834	06, 20, 21	Granted
O-I FRANCE SAS	LE PARFAIT	Madrid Protocol	1 353 629	1 353 629	06, 11, 16, 17, 20, 21	Granted
O-I FRANCE SAS	LE PARFAIT	Turkey	1 353 629	1 353 629	06, 11, 16, 17, 20, 21	Granted
O-I FRANCE SAS	LE PARFAIT	French Polynesia	09 3 623 520	09 3 623 520	06, 11, 16, 17, 20, 21	Granted
O-I FRANCE SAS	LE PARFAIT	France	09 3 623 520	09 3 623 520	06, 11, 16, 17, 20, 21	Granted
O-I FRANCE SAS	LE PARFAIT (graphic 2006) 	France	06 3 453 809	06 3 453 809	06, 11, 16, 17, 20, 21	Granted
O-I FRANCE SAS	LE PARFAIT (graphic 2006) 	United States	926 759	3 598 586	06, 16, 17, 20, 21	Granted

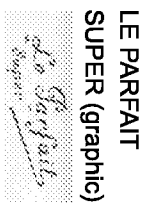





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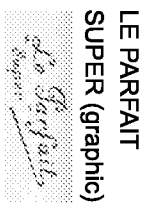

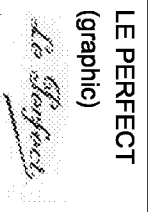
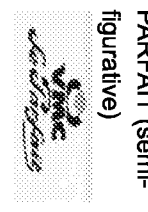
Registered Proprietor	Trade Mark	Territory	Application No.	Registration No.	Classes	Status
O-I FRANCE SAS	LE PARFAIT (graphic 2006) 	China	926 759	926 759	21	Granted
O-I FRANCE SAS	LE PARFAIT (graphic 2006) 	Japan	926 759	926 759	06, 11, 20, 21	Granted
O-I FRANCE SAS	LE PARFAIT (graphic 2006) 	United Kingdom	926 759	UK009926 759	06, 11, 16, 17, 20, 21	Granted
O-I FRANCE SAS	LE PARFAIT (graphic 2006) 	European Union	926 759	926 759	06, 11, 16, 17, 20, 21	Granted
O-I FRANCE SAS	LE PARFAIT (graphic 2006) 	Canada	926 759	926 759	06, 11, 16, 17, 20, 21	Pending
O-I FRANCE SAS	LE PARFAIT (graphic 2006) 	Madrid Protocol	926 759	926 759	06, 11, 16, 17, 20, 21	Granted

Registered Proprietor	Trade Mark	Territory	Application No.	Registration No.	Classes	Status
O-I FRANCE SAS	LE PARFAIT (graphic 2006) 	China	926 759	926 759	06, 11, 16, 17, 20, 21	Pending
O-I FRANCE SAS	LE PARFAIT (graphic) 	France	923 866	1 462 832	21	Granted
O-I FRANCE SAS	LE PARFAIT (graphic) 	French Polynesia	727 411	1 295 516	06, 08, 11, 16, 17, 20, 21	Granted
O-I FRANCE SAS	LE PARFAIT (graphic) 	Madagascar	94 00544D	694	21	Granted
O-I FRANCE SAS	LE PARFAIT (graphic) 	Portugal	495 854	495 854	06, 08, 11, 16, 17, 20, 21	Granted

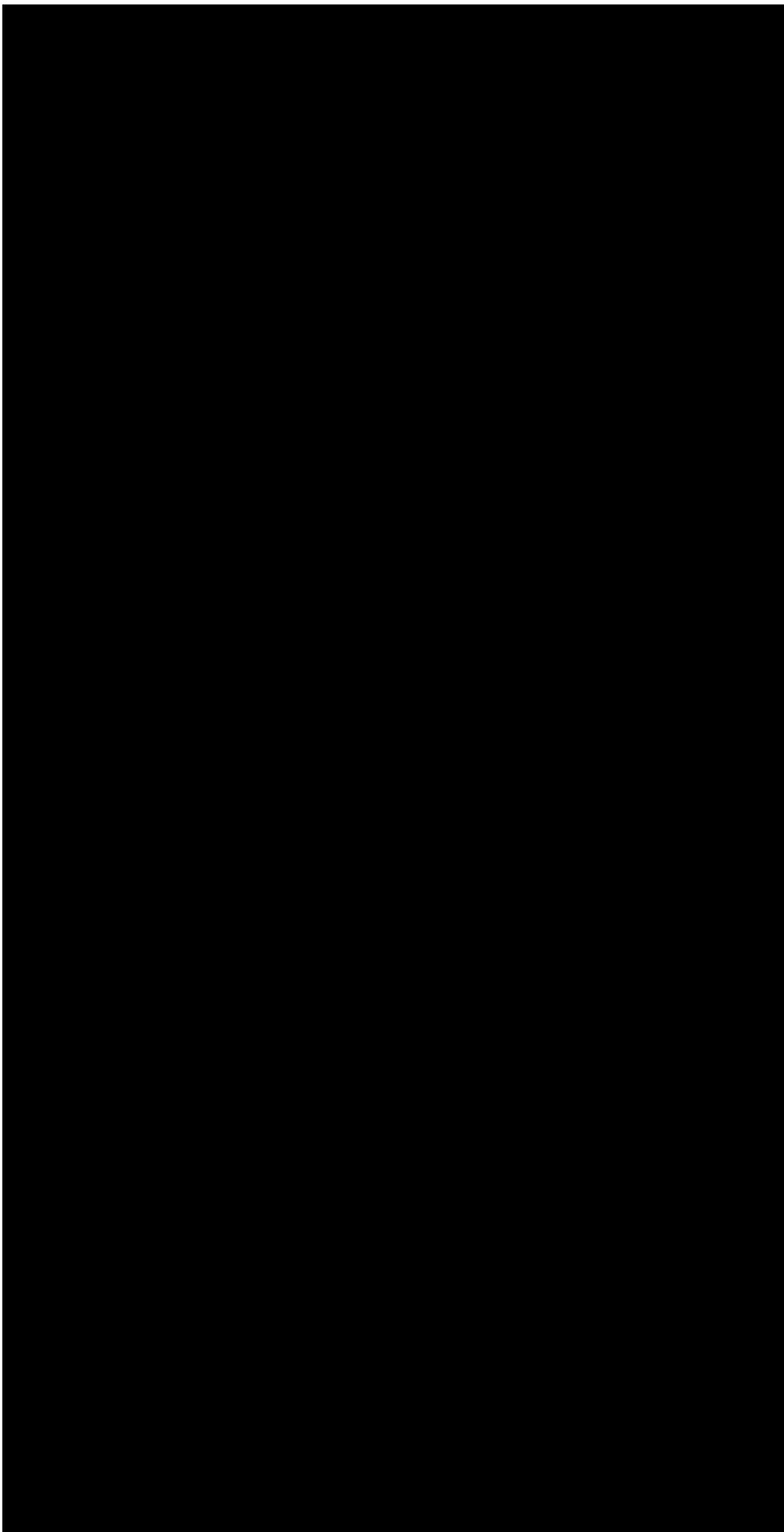
Registered Proprietor	Trade Mark	Territory	Application No.	Registration No.	Classes	Status
O-I FRANCE SAS	LE PARFAIT (graphic) 	Italy	495 854	495 854	06, 08, 11, 16, 17, 20, 21	Granted
O-I FRANCE SAS	LE PARFAIT (graphic) 	Benelux	495 854	495 854	06, 08, 11, 16, 17, 20, 21	Granted
O-I FRANCE SAS	LE PARFAIT (graphic) 	Madrid Protocol	495 854	495 854	06, 08, 11, 16, 17, 20, 21	Granted
O-I FRANCE SAS	LE PARFAIT (graphic) 	France	727 411	1 295 516	06, 08, 11, 16, 17,20, 21	Granted
O-I FRANCE SAS	LE PARFAIT SUPER	United Kingdom	983 342	UK009983 342	06, 09, 11, 16, 17, 20, 21, 24	Granted
O-I FRANCE SAS	LE PARFAIT SUPER	United States	983 342	3 712 225	17, 21	Granted
O-I FRANCE SAS	LE PARFAIT SUPER	Japan	983 342	983 342	06, 09, 11, 16, 17, 20, 21, 24	Granted

Registered Proprietor	Trade Mark	Territory	Application No.	Registration No.	Classes	Status
O-1 FRANCE SAS	LE PARFAIT SUPER	European Union	983 342	983 342	06, 09, 11, 16, 17, 20, 21, 24	Granted
O-1 FRANCE SAS	LE PARFAIT SUPER	Madrid Protocol	983 342	983 342	06, 09, 11, 16, 17, 20, 21, 24	Granted
O-1 FRANCE SAS	LE PARFAIT SUPER	France	08 3 563 340	08 3 563 340	06, 09, 11, 16, 17, 20, 21, 24	Granted
O-1 FRANCE SAS	LE PARFAIT SUPER (graphic) 	United States	327 095	1 237 377	21	Granted
O-1 FRANCE SAS	LE PARFAIT SUPER (graphic) 	Italy	211 271	211 271	21	Granted
O-1 FRANCE SAS	LE PARFAIT SUPER (graphic) 	Hungary	211 271	211 271	21	Granted
O-1 FRANCE SAS	LE PARFAIT SUPER (graphic) 	Czechia	211 271	211 271	21	Granted

Registered Proprietor	Trade Mark	Territory	Application No.	Registration No.	Classes	Status
O-I FRANCE SAS	LE PARFAIT SUPER (graphic) 	Morocco	211 271	211 271	21	Granted
O-I FRANCE SAS	LE PARFAIT SUPER (graphic) 	Slovakia	211 271	211 271	21	Granted
O-I FRANCE SAS	LE PARFAIT SUPER (graphic) 	Spain	211 271	211 271	21	Granted
O-I FRANCE SAS	LE PARFAIT SUPER (graphic) 	Benelux	211 271	211 271	21	Granted
O-I FRANCE SAS	LE PARFAIT SUPER (graphic) 	Madrid Protocol	211 271	211 271	21	Granted
O-I FRANCE SAS	LE PARFAIT SUPER (graphic) 	United Kingdom	1 249 734	1 249 734	21	Granted

Registered Proprietor	Trade Mark	Territory	Application No.	Registration No.	Classes	Status
O-I FRANCE SAS	LE PARFAIT SUPER (graphic) 	Monaco	211 271	211 271	21	Granted
O-I FRANCE SAS	LE PARFAIT SUPER (graphic) 	Switzerland	211 271	211 271	21	Granted
O-I FRANCE SAS	LE PERFECT (graphic) 	France	797 248	1 355 655	21	Granted
O-I FRANCE SAS	VMC LE PARFAIT (semi-figurative) 	Germany	V20 454 21 WZ	1 126 831	06, 08, 11, 16, 17, 20, 21	Granted

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