

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM739230

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Safeplast USA LLC		05/04/2022	Limited Liability Company: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Caplugs, Inc.		
Street Address:	2150 Elmwood Avenue		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14207		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6451342	SAFE-SLEEVE	
Registration Number:	6451343	SAFE-SPIRAL	
CORRESPONDENCE DATA			
Fax Number:	2126983599		
<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:	2126983500		
Email:	patents@dechert.com		
Correspondent Name:	Dechert LLP		
Address Line 1:	Three Bryant Park		
Address Line 2:	1095 Avenue of the Americas, 26th Floor		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	000358-188827		
NAME OF SUBMITTER:	Michael Riego		
SIGNATURE:	/Michael Riego/		
DATE SIGNED:	07/06/2022		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment") is made as of May 4th, 2022 (the "Effective Date"), by and between Safeplast USA LLC, a South Carolina limited liability company ("Assignor") and Caplugs, Inc., a Delaware corporation ("Assignee"). Each of Assignor and Assignee is referred to as a "Party" and together as the "Parties".

WHEREAS, the Parties, together with certain other signatories thereto, have entered into that certain Asset Purchase Agreement, dated as of May 4, 2022 (the "Purchase Agreement"), and the Parties have entered a certain associated Intellectual Property Assignment, dated as of May 4, 2022, pursuant to which Assignee has acquired certain assets of Assignor and certain other affiliates, including without limitation the Assigned Trademarks (defined below), and the Parties desire to memorialize and record such assignment as set forth herein; and

WHEREAS, capitalized terms not defined in this Trademark Assignment shall have the meaning assigned to them in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably sells, conveys, assigns and transfers to Assignee, and Assignee hereby purchases, acquires and accepts, all of Assignor's rights, title and interest in and to:

(a) the trademarks and trademark applications set forth in Schedule I hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignee accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and

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assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment 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 Trademark Assignment.

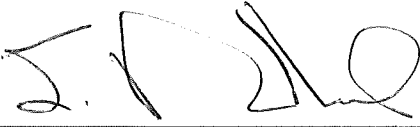
4. Relation to Purchase Agreement. Assignor and Assignee hereby acknowledge and agree that this Assignment is executed and delivered pursuant to, and is in accordance with, the Purchase Agreement. In the event that any provision of this Assignment shall be construed to conflict with a provision in the Purchase Agreement, the provision in the Purchase Agreement shall control.

5. Governing Law. This Trademark 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 Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

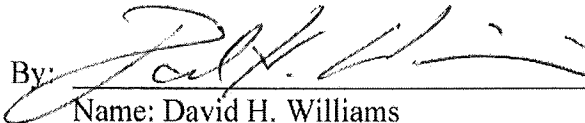
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The undersigned Parties have executed this Trademark Assignment Agreement effective as of the Effective Date:

SAFEPLAST USA LLC, as Assignor

By: 
Name: Jerry Pawluk
Title: President

CAPLUGS, INC., as Assignee

By: 
Name: David H. Williams
Title: President

SCHEDULE I

Assigned Trademarks

Trademark	Jurisdiction	App. No.	Filing Date	Reg. No.	Reg. Date	Owner of Record
SAFE-SLEEVE	U.S.	88720164	Dec. 9, 2019	6451342	Aug. 17, 2021	Safeplast USA LLC
SAFE-SPIRAL	U.S.	88720227	Dec. 9, 2019	6451343	Aug. 17, 2021	Safeplast USA LLC



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