

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM768287

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Home Products International - North America, Inc.		07/12/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	i2Poly, Inc.		
Street Address:	227 W MONROE ST STE 3600		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5626125	HOMZ FOR THE HOLIDAYS!	
Registration Number:	5645497	OFF THE WALL ORGANIZATION	
Registration Number:	5419408	DURABILT EXTREME STORAGE	
Registration Number:	5197502	DURABILT	
Registration Number:	5411953		
Registration Number:	5934851	ECOSTORAGE	
Registration Number:	5019379	DURABILT	
Registration Number:	5777777	STORE N STOW	
Registration Number:	5424539	EXTREME STORAGE	
Registration Number:	4089432	SNAPLOCK	
Registration Number:	4349769	DURABILT	
Registration Number:	2411357	HOMZ	
Registration Number:	2435798	HOMZ	
Registration Number:	3589194		
Registration Number:	2425736	HOMZ	
CORRESPONDENCE DATA			
Fax Number:	3127506546		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312.269.8000
Email: temanelson@nge.com
Correspondent Name: Antony J. McShane
Address Line 1: 2 North LaSale Street, Suite 1700
Address Line 2: Neal, Gerber & Eisenberg LLP
Address Line 4: Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER:	033182.0001
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NAME OF SUBMITTER:	Antony J. McShane
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SIGNATURE:	/Antony J. McShane/
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DATE SIGNED:	11/16/2022
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Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”) is made, entered into and effective as of July 12, 2022, by and between i2Poly, Inc., an Illinois corporation (“Assignee”), on the one hand, and Home Products International – North America, Inc., a Delaware corporation (“HPI-NA”), and Home Products International, Inc., a Delaware corporation (“HPI” and collectively with HPI-NA, “Assignor”).

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the date hereof, by and between Assignee and Assignor (the “Purchase Agreement”) whereby Assignor has agreed to sell the patent rights and trademark rights (collectively the “Intellectual Property Rights”) set forth on Exhibit A hereto, to Assignee and Assignee has agreed to acquire the Intellectual Property Rights, all as further described by that certain Order (A) Approving the Sale of the Debtors’ Plastics Manufacturing Assets Free and Clear of Liens, Claims, Encumbrances and Interests; and (B) Granting Related Relief, as entered by Judge Baer of the United States Bankruptcy Court for the Northern District of Illinois (Case No. 22-06276) on July 12, 2022 (the “363 Sale Order”); and

WHEREAS, pursuant to the foregoing, Assignor desires to sell, convey, transfer, assign, and deliver to Assignee, and Assignee desires to accept from Assignor, all of Assignor’s right, title, and interest in the Intellectual Property Rights as set forth on Exhibit A.

NOW THEREFORE, for valuable consideration, including without limitation the consideration received by Assignor under the Purchase Agreement and the entry of the 363 Sale Order, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Marks.** Subject to section 5.4 (Limited License) of the Purchase Agreement (as in effect on the date hereof), Assignor hereby irrevocably sells, assigns, conveys, grants, and transfers to Assignee all of Assignor’s right, title and interest, if any, of whatever kind, throughout the world, in and to the trademarks that are set forth on Exhibit A attached hereto (collectively, the “Marks”), together with the goodwill associated with any of the foregoing.

2. **Patents.** Subject to section 5.4 (Limited License) of the Purchase Agreement (as in effect on the date hereof), Assignor hereby irrevocably sells, assigns, conveys, grants, and transfers to Assignee all of Assignor’s right, title, and interest, if any, of whatever kind, throughout the world, in and to all patents and patent applications, described on Exhibit A attached hereto (collectively, the “Patents”).

3. **Representation as to Completeness.** Assignor represents that the Marks and Patents listed on Exhibit A represent all of the Marks and Patents owned by Assignor and associated with the Business (as such term is defined in the Purchase Agreement).

4. Further Assurances. Assignor will promptly take such actions, including, without limitation, the prompt 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 Marks and Patents to Assignee. Without limitation of the foregoing, Assignor hereby authorizes the Commissioner for Patents 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 Assignment upon request by Assignee.

5. Binding Effect. This Assignment and the 363 Sale Order will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Illinois.

7. Amendment. This Assignment may not be amended, modified, waived or terminated except in writing signed by Assignor, on the one hand, and Assignee, on the other hand.

8. Electronic Signatures. A signature to this Assignment delivered by telecopy or other electronic means will be deemed valid.

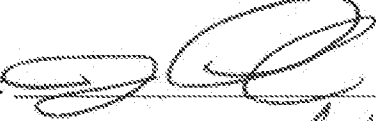
9. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Signature Page Follows)

IN WITNESS WHEREOF, each of the parties has caused this Intellectual Property Assignment to be duly executed and delivered by its authorized representative as of the date first written above.

ASSIGNOR

HOME PRODUCTS INTERNATIONAL, INC.
HOME PRODUCTS INTERNATIONAL-NORTH AMERICA, INC.

By: 
Name: James Auler
Title: Cfo

ASSIGNEE

I2POLY, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties has caused this Intellectual Property Assignment to be duly executed and delivered by its authorized representative as of the date first written above.

ASSIGNOR

HOME PRODUCTS INTERNATIONAL, INC.
HOME PRODUCTS INTERNATIONAL-NORTH AMERICA, INC.

By: _____

Name: _____

Title: _____

ASSIGNEE

IPOLY, INC.

By: _____

Name: Christopher Hackett

Title: CEO

TRADEMARK

REEL: 007895 FRAME: 0928

EXHIBIT A

Intellectual Property Rights

Patents

COUNTRY	TITLE	APP. NO.	FILING DATE	PATENT NO.	GRANT DATE	PATENT TYPE	STATUS
United States of America	STORAGE CONTAINER	10/322,020	Dec 19, 2002	6874650	Apr 5, 2005	Utility	Issued
United States of America	CONTAINER FOR STORING ELONGATED ARTICLES	10/639,866	Aug 14, 2003	6848576	Feb 1, 2005	Utility	Issued
France	MULTIPLE DESIGN PATENT	004462	Jul 31, 2000	004462	Dec 8, 2000	Design	Issued
Mexico	STACKABLE CADDY SYSTEM	MX/a/2010/003126	Mar 19, 2010	337496	Mar 8, 2016	Utility	Issued
United States of America	STACKABLE CADDY SYSTEM	12/408,599	Mar 20, 2009	8381909	Feb 26, 2013	Utility	Issued
United States of America	CONTAINER ("Wave Bin")	29/772,487	Mar 2, 2021			Design	Pending
Canada	STACKABLE CADDY SYSTEM	2,697,191	Mar 19, 2010	2697191	Apr 25, 2017	Utility	Issued
United States of America	STACKABLE CONTAINER	15/674,196	Aug 10, 2017	10414546	Sep 17, 2019	Utility	Issued
United States of America	CONTAINER	29/613,521	Aug 10, 2017	D831963	Oct 30, 2018	Design	Issued
Canada	CONTAINER	20180179387F	Jan 31, 2018	179387	Nov 13, 2018	Design	Issued
Mexico	CONTAINER	MX/f/2018/000395	Feb 8, 2018	56821	Oct 1, 2019	Design	Issued

COUNTRY	TITLE	APP. NO.	FILING DATE	PATENT NO.	GRANT DATE	PATENT TYPE	STATUS
France	WAVE (5 DESIGNS)	010936	Feb 15, 2001	010936		Design	Pending

Marks

Country	Trademark	App. No.	Filing Date	Reg. No.	Reg. Date
Canada	DURABILT	1619550	22-Mar-2013	TMA1004164	05-Sep-2018
Canada	EXTREM E STORAGE	1619545	22-Mar-2013	TMA1011158	13-Dec-2018
Canada	ECOSTORAGE (stylized)	1877985	17-Jan-2018		
Canada	RHINO DESIGN	1877986	17-Jan-2018		
Chile	HOMZ	517127	06-Feb-2001	647671	05-Nov-2002
Colombia	SNAPLOCK	07006299	23-Jan-2007	339325	16-Aug-2007
Colombia	HOMZ	07006307	23-Jan-2007	341574	27-Sep-2007
Colombia	HOMZ	07006306	23-Jan-2007	339330	27-Aug-2007
Mexico	SNAPLOCK	1114701	25-Aug-2010	1232991	16-Aug-2011
Mexico	ECOSTORAGE (Stylized)	1997639	17-Jan-2018		
Mexico	RHINO DESIGN	1997649	17-Jan-2018	1872019	16-Apr-2018
Mexico	RHINO DESIGN	1997650	17-Jan-2018	1872020	16-Apr-2018
Mexico	EXTREM E STORAGE	1359665	22-Mar-2013	1484529	02-Oct-2014
Mexico	SNAPLOCK	1158944	01-Mar-2011	1222582	15-Jun-2011
Mexico	SNAPLOCK	1158943	01-Mar-2011	1313149	24-Sep-2012
Mexico	HOMZ	613293	06-Aug-2003	814182	25-Nov-2003
United States of America	HOMZ FOR THE HOLIDAYS!	87851302	27-Mar-2018	5626125	11-Dec-2018

Country	Trademark	App. No.	Filing Date	Reg. No.	Reg. Date
United States of America	OFF THE WALL ORGANIZATION	87979184	24-Aug-2017	5645497	01-Jan-2019
United States of America	DURABILT EXTREM E STORAGE	87276618	21-Dec-2016	5419408	06-Mar-2018
United States of America	DURABILT	87975164	09-May-2016	5197502	02-May-2017
United States of America	RHINO DESIGN	87534633	19-Jul-2017	5411953	27-Feb-2018
United States of America	STACK IT	87534638	19-Jul-2017		
United States of America	ECOSTORAGE (Stylized)	87534642	19-Jul-2017		
United States of America	OFF THE WALL ORGANIZATION	87581896	24-Aug-2017		
United States of America	DURABILT	86979533	06-Jan-2015	5019379	09-Aug-2016
United States of America	STORE N STOW	87915564	10-May-2018		
United States of America	EXTREM E STORAGE	87273063	19-Dec-2016	5424539	13-Mar-2018
United States of America	SNAPLOCK	77951917	05-Mar-2010	4089432	24-Jan-2012
United States of America	DURABILT SPORT	86560598	11-Mar-2015		
United States of America	DURABILT OUTDOOR	86560600	11-Mar-2015		
United States of America	DURABILT	85751983	11-Oct-2012	4349769	11-Jun-2013

Country	Trademark	App. No.	Filing Date	Reg. No.	Reg. Date
United States of America	HOMZ	75669184	26-Mar-1999	2411357	05-Dec-2000
United States of America	HOMZ	75669182	26-Mar-1999	2435798	13-Mar-2001
United States of America	MISCELLANEOUS DESIGN (HOUSE)	78959444	24-Aug-2006	3589194	10-Mar-2009
United States of America	HOMZ SMART STORAGE	85562536	07-Mar-2012	4580560	05-Aug-2014
United States of America	SMART STORAGE	85562540	07-Mar-2012	4580561	05-Aug-2014
United States of America	HOMZ	75669183	26-Mar-1999	2425736	30-Jan-2001