

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM778861

<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>
Max Solutions, Inc.		12/31/2022	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Max Solutions Holdings, LLC		
<b>Street Address:</b>	2558 Pearl Buck Road		
<b>City:</b>	Bristol		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19007		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97520497	BIGGER THAN PACKAGING	
<b>Serial Number:</b>	97106680	MAX SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	8047754391		
<b>Email:</b>	charlacher@mcguirewoods.com		
<b>Correspondent Name:</b>	Christel Harlacher		
<b>Address Line 1:</b>	800 E. Canal Street		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219		
<b>NAME OF SUBMITTER:</b>	Christel E. Harlacher		
<b>SIGNATURE:</b>	/Christel E. Harlacher/		
<b>DATE SIGNED:</b>	01/06/2023		
<b>Total Attachments: 12</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment Agreement”) is executed as of December 31, 2022 (the “Closing Date”), between Max Solutions, Inc., a Delaware corporation with an address of 2558 Pearl Buck Road, Bristol, Pennsylvania 19007 (“Assignor”), and Max Solutions Holdings, LLC, a Delaware limited liability company with an address of 2558 Pearl Buck Road, Bristol, Pennsylvania 19007 (“Assignee”). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Contribution Agreement, dated December 31, 2022, by and among Assignor, Assignee and its wholly-owned subsidiary (the “Contribution Agreement”).

**A.** Simultaneously with the execution of this IP Assignment Agreement, Assignee and Assignor are also entering into the Contribution Agreement, pursuant to which Assignor is assigning, conveying, transferring and delivering to Assignee and its wholly-owned subsidiary, and Assignee and its wholly-owned subsidiary are acquiring, all of Assignor’s rights, title and interests in and to the Assets, all as described therein, including, without limitation, the IP Assets (the “Acquired IP”).

**B.** Pursuant to Section 8 of the Contribution Agreement, Assignor and Assignee have agreed to enter into this IP Assignment Agreement to be effective as of the Closing Date.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

**1. Assignment of Intellectual Property.** Upon the terms set forth in the Contribution Agreement, Assignor hereby assigns, conveys, transfers and delivers to Assignee, and Assignee hereby acquires from Assignor, all of Assignor’s rights, title and interests in and to all Acquired IP, including, without limitation, the items set forth on Schedule A.

**2. Further Assurances.** Assignor hereby covenants and agrees that it shall, at any time after the Closing Date or from time to time thereafter at the reasonable request of Assignee, (a) execute and deliver such further instruments of sale, assignment, conveyance, transfer and delivery to Assignee as shall be reasonably necessary or appropriate to vest in Assignee good and indefeasible title to the Acquired IP, to otherwise establish the record of Assignee’s title thereto, or to more effectively consummate the assignments contemplated hereby, and (b) assist Assignee, at Assignee’s request (and at Assignee’s costs), in exercising any rights with respect thereto.

a. Assignor authorizes and requests that the Commissioner of Patents and Trademarks of the United States of America and the applicable officials of any other agencies or authorities, governmental or otherwise, to issue or transfer all of the Acquired IP to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

b. As and to the extent that any governmental or quasi-governmental office or agency pertaining to the filing, registration, application or processing of intellectual property, including without limitation the United States Patent and Trademark Office or the offices in which any of the Acquired IP is or was registered, applied for, pending or recorded, requests that additional forms or documents be presented or executed by Assignor or its agents, affiliates or attorneys, Assignor shall (at Assignee’s cost and expense) execute such documents and deliver them to Assignee or its agents, attorneys or designees, as applicable.

c. Assignor agrees to carry out, or have carried out for it, the formal transfer of the Domain Names to Assignee in accordance with the domain name transfer procedures of the Domain Name registrar or other current procedures as required to transfer ownership, registration and all other right, title and interest in the Domain Names to Assignee, including the delivery of the proper transfer codes to authorize the transfer of the Domain Names.

d. Assignor hereby agrees that it will execute any and all documents that may be reasonably necessary to perfect Assignee's rights in and to the Domain Names, including but not limited to such documents as are necessary to effect a successful transfer of the Domain Names to Assignee in accordance with the applicable procedures.

e. Assignor agrees that until the account change is completed, Assignor will maintain the websites located at the Domain Names in a manner consistent with past practice.

**3. Successors and Assigns.** The terms and provisions of this IP Assignment Agreement shall be binding upon, and inure to the benefit of, Assignor and Assignee, and each of their respective successors and assigns.

**4. Third Party Beneficiaries.** Nothing in this IP Assignment Agreement is intended to or shall confer upon any Person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this IP Assignment Agreement or any transaction contemplated by this IP Assignment Agreement.

**5. Choice of Law.** This IP Assignment Agreement and the rights and obligations of the parties hereto shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of Delaware, without regard to conflicts of law doctrines.

**6. Terms of the Contribution Agreement.** Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Contribution Agreement shall not be superseded hereby, but shall remain in full force and effect to the extent provided therein. To the extent any term or provision herein is inconsistent with the Contribution Agreement, the terms and provisions of the Contribution Agreement shall control.

**7. Counterparts.** This IP Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this IP Assignment Agreement shall be deemed to be originals and shall be binding to the same extent as original signatures.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment Agreement to be duly executed and delivered as of the date first set forth above.

**ASSIGNOR:**

**MAX SOLUTIONS, INC.**

DocuSigned by:  
By: Richard O'Leary  
Name: Richard O'Leary  
Title: Chief Financial Officer

**ASSIGNEE:**

**MAX SOLUTIONS HOLDINGS, LLC**

DocuSigned by:  
By: Richard O'Leary  
Name: Richard O'Leary  
Title: Chief Financial Officer

**Schedule A**

**Assigned Trademarks:**

<b><u>Mark</u></b>	<b><u>Serial No.</u></b>
BIGGER THAN PACKAGING	97520497
MAX SOLUTIONS	97106680

## CONTRIBUTION AGREEMENT

This Contribution Agreement (the “**Agreement**”), effective as of December 31, 2022, is by and between MAX SOLUTIONS, INC., a Delaware corporation (the “**Transferor**”), MAX SOLUTIONS USA, LLC, a Delaware limited liability company (the “**Transferee**”) and MAX SOLUTIONS HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”).

**WHEREAS**, Holdings and Transferee are both wholly owned subsidiaries and disregarded entities of Transferor; and

**WHEREAS**, Transferor and Transferee desire to enter into this Agreement pursuant to which Transferor will convey certain assets and liabilities to Transferee on the terms and subject to the conditions set forth in this Agreement (the “**Asset Contribution**”); and

**WHEREAS**, Transferor and Holdings desire to enter into this Agreement pursuant to which Transferor will convey the IP Assets (defined below) to Holdings on the terms and subject to the conditions set forth in this Agreement and in the related Intellectual Property and Assignment Agreement attached hereto as Exhibit A (such contribution, the “**IP Contribution**” and such agreement, the “**IP Assignment**”); and

**WHEREAS**, immediately following the Asset Contribution and the IP Contribution, Transferor desires to contribute to Holdings (the “**Equity Contribution**”) all of the equity interests it owns in Transferee, [REDACTED] and [REDACTED] (such interests, the “**Equity Interests**”); and

**WHEREAS**, the Transferor and Transferee intend that the each of the Asset Contribution, IP Contribution and the Equity Contribution shall be disregarded for federal and applicable state income tax purposes.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Asset Contribution. On the terms and subject to the conditions set forth in this Agreement, Transferor hereby contributes, transfers, assigns, conveys, and delivers to Transferee, and Transferee does hereby acquire and accept from Transferor, all of Transferor’s right, title, and interest in the assets of its United States specialty packaging business (the “**Business**”) including, without limitation, the following (other than the IP Assets subject to the IP Contribution) (collectively, the “**Assets**”):

(a) all contracts, leases, subleases of personal property, leases or subleases of real property, licenses, agreements, commitments and all other legally binding arrangements, whether written or oral, to which Transferor is a party that relate to the Business;

(b) all tangible personal property (whether as owner, lessor, lessee or otherwise), including, without limitation, all machinery, equipment, instruments, vehicles, furniture, and furnishings that relate to the Business;

(c) all notes receivable, trade receivables, accounts receivable, commissions, and other receivables and rights to payment arising out of the Business;

(d) all franchises, approvals, permits, licenses, orders, registrations, certificates, variances, and similar rights obtained by, on behalf of, or for the benefit of Transferor from any governmental authority that relate to the Business;

(e) all books, records, ledgers, files, documents, correspondence, lists, plats, architectural plans, drawings, specifications, creative materials, advertising and promotional materials, studies, reports, and other printed or written materials that are used in the operation of the Business; and

(f) all causes of action, claims, and demands of Transferor (whether known or unknown, matured or unmatured, accrued or contingent), including rights to returned or repossessed goods and rights as an unpaid vendor; rights of recovery, rights of warranty and indemnity, rights to product liability insurance proceeds, rights of set-off and rights of recoupment; all security deposits, utility deposits and other deposits, in each case to the extent arising out of the Business.

2. Assumed Liabilities. The Asset Contribution is subject to the assumption by Transferee of all liabilities and obligations of Transferor to the extent resulting from, relating to, or arising out of the Assets of whatever kind or nature (whether absolute, accrued, contingent, determined, determinable, disclosed, known or unknown, or otherwise) (the “**Assumed Liabilities**”). Transferee hereby assumes and shall perform, pay, and discharge when due the Assumed Liabilities. Nothing contained herein shall prevent Transferee or its affiliates from contesting in good faith any of the Assumed Liabilities with any third-party obligee.

3. IP Contribution. On the terms and subject to the conditions set forth in this Agreement and the IP Assignment, Transferor hereby contributes, transfers, assigns, conveys, and delivers to Holdings, and Holdings does hereby acquire and accept from Transferor, all of Transferor’s right, title, and interest in, to, and under the IP Assets. The “**IP Assets**” means and includes Transferor’s right, title, and interest in any and all (i) patents, applications for patents (including divisions, provisionals, continuations, continuations in-part and renewal applications), and any renewals, extensions or reissues thereof, in any jurisdiction; (ii) inventions, discoveries and ideas, whether patentable or not in any jurisdiction; (iii) trademarks, service marks, brand names, certification marks, trade dress, assumed names, domain names, trade names and other indications of origin, the goodwill associated with the foregoing and registrations in any jurisdiction of, and applications in any jurisdiction to register, the foregoing, including any extension, modification or renewal of any such registration or application; (iv) nonpublic information, trade secrets, know-how, formulas, processes, procedures, research records, records of invention, test information, market surveys, and confidential information, whether patentable or not in any jurisdiction and rights in any jurisdiction to limit the use or disclosure thereof by any Person; (v) writings and other works, whether copyrightable or not in any jurisdiction, and any renewals or extensions thereof; (vi) software, including all types of computer software programs, operating systems, application programs, software tools, firmware (including all types of firmware, firmware specifications, mask works, circuit layouts and hardware descriptions) and software imbedded in equipment, including both object code and source code, and all written or electronic data, documentation and materials that explain the structure or use of software or that were used in the development of software, including software specifications, or are used in the operation of the software (including logic diagrams, flow charts, procedural diagrams, error reports, manuals and training materials, look-up tables and databases), whether patentable or not in any jurisdiction and rights in any jurisdiction to limit the use or disclosure thereof and registrations thereof in any jurisdiction, and applications in any jurisdiction to register, the foregoing, including any extension, modification or renewal of any such registration or application; (vii) internet domain names, whether or not trademarks, registered by any authorized private registrar or Governmental Authority, web addresses, web pages, websites and related content and social media accounts; (viii) similar intellectual property or proprietary rights to any of the foregoing; and (ix) any claims or causes of action (pending, threatened or which could be filed) arising out of any infringement or misappropriation of any of the foregoing.



4. Equity Contribution. Immediately following the Asset Contribution and the IP Contribution, on the terms and subject to the conditions set forth in this Agreement, Transferor hereby contributes, transfers, assigns, conveys, and delivers to Holdings, and Holdings does hereby acquire and accept from Transferor, all of Transferor's right, title, and interest in, to, and under the Equity Interests described more fully on Schedule 4 attached hereto.

5. Representations and Warranties of the Transferor.

(a) Organization of Transferor. Transferor is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) Authority. Transferor has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. Transferor has obtained all necessary corporate approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Transferor and (assuming due authorization, execution, and delivery by Transferee) shall constitute Transferor's legal, valid, and binding obligation, enforceable against it in accordance with its terms.

(c) Ownership and Transfer of Assets. With the exception of any liens or security interests included in the Assumed Liabilities (including related financing arrangements), Transferor has valid, good, and marketable title to, or in the case of leased or subleased Assets, valid and subsisting leasehold interests in, all of the Assets, IP Assets and Equity Interests, and such Assets, IP Assets and Equity Interests are free and clear of all liens or security interests. Transferor has the right to contribute, sell, transfer, assign, convey, and deliver to Transferee all right, title and interest in and to, or in the case of leased or subleased Assets or IP Assets, all right, title and interest in and to the leasehold interest relating to, the Assets, IP Assets and Equity Interests without penalty or other adverse consequences.

6. Representations and Warranties of the Transferee.

(a) Organization of Transferee. Transferee is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware.

(b) Authority. Transferee has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. Transferee has obtained all necessary limited liability company approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Transferee and (assuming due authorization, execution, and delivery by Transferor) shall constitute Transferee's legal, valid, and binding obligation, enforceable against it in accordance with its terms.

7. Representations and Warranties of Holdings.

(a) Organization of Holdings. Holdings is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware.

(b) Authority. Holdings has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions

contemplated hereby. Holdings has obtained all necessary limited liability company approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Holdings and (assuming due authorization, execution, and delivery by Transferor) shall constitute Holdings' legal, valid, and binding obligation, enforceable against it in accordance with its terms.

8. Tax Matters. Each of the parties hereto acknowledge and agree that (i) each of the Asset Contribution, the IP Contribution and the Equity Contribution are intended to be disregarded for federal and applicable income tax purposes; (ii) each party will file all tax returns consistent with such intended tax treatment unless otherwise required by a "final determination" (within the meaning of Section 1313(a) of the Internal Revenue Code of 1986 (as amended) or any analogous provisions of state, local or non-U.S. law); and (iii) the shares of [REDACTED] are not "taxable [REDACTED] property" within the meaning of the [REDACTED]

9. Further Assurances. Transferor, Transferee and Holdings agree to execute any and all deeds and other documents and instruments of transfer, assignment, assumption, or novation (including the IP Assignment) and to perform such other acts as may be reasonably necessary or expedient to further the purposes of this Agreement and the transactions contemplated by this Agreement.

10. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties, and agreements, both written and oral, with respect to such subject matter.

11. Assignment; Successors and Assigns. This Agreement shall not be assignable by any party without the prior written consent of each other party. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

13. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

14. Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of 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) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

16. 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, email, 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 FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**TRANSFEROR:**  
MAX SOLUTIONS, INC.

DocuSigned by:  
By Richard O'Leary  
Name: Richard O'Leary  
Title: Chief Financial Officer

**TRANSFeree:**  
MAX SOLUTIONS USA, LLC

DocuSigned by:  
By Richard O'Leary  
Name: Richard O'Leary  
Title: Chief Financial Officer

**HOLDINGS:**  
MAX SOLUTIONS HOLDINGS, LLC

DocuSigned by:  
By Richard O'Leary  
Name: Richard O'Leary  
Title: Chief Financial Officer

**Schedule 4**  
**Equity Interests**

Entity	Type of Organization	No. of Shares / Equity Interest	Total Outstanding	% of Transferor's Interests	Certificate No.
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Max Solutions USA, LLC	Limited liability company	100% of the equity	N/A	100%	N/A
[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]