

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM796983

<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>
Andler Packaging LLC		02/21/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Berlin Packaging L.L.C.		
<b>Street Address:</b>	525 West Monroe, Suite 1350		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<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>	97443918	ANDLER	
<b>Serial Number:</b>	97443921	ANDLER PACKAGING PROFESSIONALS FOR OVER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125212875		
<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>	3125212775		
<b>Email:</b>	asacharoff@muchlaw.com		
<b>Correspondent Name:</b>	Adam K Sacharoff		
<b>Address Line 1:</b>	191 N Wacker Drive, Suite 1800		
<b>Address Line 2:</b>	MUCH SHELIST, PC		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	0019833.0020		
<b>NAME OF SUBMITTER:</b>	Adam K Sacharoff		
<b>SIGNATURE:</b>	/adamksacharoff/		
<b>DATE SIGNED:</b>	03/23/2023		
<b>Total Attachments: 5</b>			
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## **TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT**

THIS TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT (“**Agreement**”), is made and entered into, as of February 21, 2023, (“**Effective Date**”), by and among Berlin Packaging L.L.C. a Delaware limited liability company having a principal place of business at 525 W. Monroe St., Chicago, IL 60661 (“**BERLIN**”) and Andler Packaging LLC, a Delaware limited liability company having a principal place of business at 376 Third Street, Everett, MA 02149 (“**Company**”).

A. Prior to the Effective Date, Company converted from a Massachusetts corporation known as ‘Andler Packaging Corporation’ to a Delaware limited liability company.

B. Company is the owner of certain intellectual property set forth on Attachment A, including all common law rights, variant marks, and good will associated therewith, referred to herein as “**Intellectual Property Rights**”.

C. Berlin now desires to own the Intellectual Property Rights and agrees to license back the use thereof to Company in accordance with terms and conditions set forth below.

NOW THEREFORE, in consideration of the of the covenants and the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows:

### 1. Intellectual Property Assignment.

1.1 Company hereby assigns any and all of her right, title and interest in the Intellectual Property Rights, including the trademarks, service marks, State law trademarks, common law rights, domain names and all goodwill associated with the same (“**Intellectual Property**”) to Berlin. Berlin has the right to record this Agreement as it deems necessary and at its sole expense. Company agrees it will take additional steps and sign additional documents as reasonably requested by Berlin to perfect this assignment.

1.2 The parties will not at any time do or knowingly permit to be done any act or thing that would or would reasonably be likely to impair the rights bestowed upon each party under this agreement.

2. License of Intellectual Property. In consideration for executing this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Berlin hereby grants Company a non-exclusive, revocable (under Section 6.2) royalty-free right to use the Intellectual Property to conduct its business in a manner substantially consistent with Company’s current use of the same throughout the Term (as defined in Section 6). Other than the Intellectual Property, Company acquires no right or interest in any Intellectual Property. Company agrees that they will not use the Intellectual Property in connection with any domain names.

### 3. Ownership of Intellectual Property.

3.1 Company acknowledges that Berlin is the owner of all right, title and interest in and to the Intellectual Property, and Company further acknowledges that it has not acquired any ownership interest in the Intellectual Property between the original purchase of Company, which occurred prior to the Effective Date of this Agreement.

3.2 The parties will not at any time do or knowingly permit to be done any act or thing that would or would reasonably be likely to impair the rights of each other in and to the Intellectual Property and licenses granted herein or disparage or defame each other.

3.3 Company agrees that any and all goodwill from its use of the Intellectual Property shall inure solely to the benefit of Berlin, and that Company shall not assert any claim to such goodwill either during or after the term of this Agreement.

4. Quality Control.

4.1 Any use of the Intellectual Property by Company will be in accordance with the high-quality standards of Berlin as exemplified by Berlin's current and past use of the Intellectual Property. Company will adhere to the trademark usage guidelines provided by Berlin from time to time. Berlin may provide representative samples of its use of the Intellectual Property to Company.

4.2 Company acknowledges that Berlin shall have the right to exercise quality control over Company's use of the Intellectual Property to a degree reasonably necessary to maintain the validity of the Intellectual Property and to protect the goodwill associated therewith.

4.3 Company recognizes the use of the Intellectual Property and understands the quality of future products must follow under the same quality as now existing and Company will not deviate materially from those standards without prior written approval from Berlin.

4.4 In order to verify compliance with this section, Berlin may from time to time require Company to submit for quality review and approval samples of products and other items bearing the Intellectual Property.

4.5 Company shall use its best efforts to ensure that the use of the Intellectual Property complies with all applicable ordinances, laws, and statutes governing the use thereof.

5. Protection of Trademark Rights. If Company becomes aware of any activities amounting to possible infringement or unlawful interference with the Intellectual Property or any part thereof, Company will immediately notify Berlin of the possible infringement or unlawful interference and, at Berlin's request, provide Berlin with its reasonable assistance and cooperation. Berlin will reimburse all reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees, incurred as a result of such assistance and cooperation.

6. Term and Termination.

6.1 Term. The term of this Agreement and the License shall commence on the date hereof and shall continue for one (1) year thereafter unless earlier terminated pursuant to this Section 6. At the end of the term, this Agreement and the License shall automatically renew in one-year terms unless the parties have agreed to abide by other terms in writing.

6.2 Termination. Either party may terminate this Agreement and the License upon sixty (60) days written notice by if the other party materially breaches this Agreement and does not cure the breach to the non-breaching party's reasonable satisfaction within that 60-day period.

6.3 Effect of Termination. Immediately upon the termination of this Agreement: (i) all rights of Company under this Agreement to use the Intellectual Property will terminate in their entirety and (ii) Company shall cease all use of the Intellectual Property. The parties' obligations under Sections 1, 3, 5, 6, 7, and 8 shall survive any termination of this Agreement.

7. Reservation of Rights. Berlin reserves all of its rights pertaining to the subject matter hereof not specifically granted, or inconsistent with the rights granted, in this Agreement to Company.

8. Miscellaneous.

8.1 Assignment. Company may not assign, lease, pledge, or in any other way transfer the rights, obligations, and the economic benefits of this Agreement or the License or any portion of the rights included therein to any third party without the prior written consent of Berlin.

8.2 No Agency or Partnership. The parties agree that this Agreement does not constitute Company as the agent, legal representative, partner, or joint venturer of Berlin for any purpose whatsoever. Neither party has any right to create any obligation or responsibility, express or implied, on behalf of or in the name of the other, or to bind the other in any manner or concerning any matter.

8.3 Notices. All notices for which provision is made in this Agreement shall be given in writing either by actual delivery of the notice in the hands of the party entitled to the notice or by mailing the notice by registered or certified mail, return receipt requested, in which case the notice shall be deemed to be given on the date of its mailing. If a notice is so mailed, it shall be addressed to Berlin at its principal place of business or to Company at its principal place of business. Parties may change its address for notices on written notice to the other parties in accordance with this paragraph.

8.4 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements, negotiations, correspondence undertakings, promises, covenants, arrangements, and other communications, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

8.5 Amendment and Modification; Waiver. This Agreement cannot be amended, modified, or supplemented except by an instrument in writing duly executed by the parties to this Agreement. The waiver by Company of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any subsequent breach of such provision or the waiver of the provision itself.

8.6 Section Headings. The Section headings in this Agreement are for convenience of reference only and will not in any way affect the interpretation of this Agreement.

8.7 Severability. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not render the entire Agreement invalid. Rather, the Agreement shall be construed as if not containing the particular invalid or unenforceable provision, and the rights and obligations of each party shall be construed and enforced accordingly.

8.8 Governing Law; Jurisdiction. This Agreement shall be construed, and the legal relations between the parties shall be determined, under the laws of the State of Illinois (excluding any choice-of-law rules that would require the application of the laws of any other jurisdiction) with exclusive jurisdiction in the State and Federal Courts of Illinois.

8.9 Injunctive Relief. The parties acknowledge that monetary relief would not be an adequate remedy for a breach or threatened breach by each of the provisions of this Agreement and that all parties shall be entitled to the enforcement of this Agreement by injunction, specific performance or other equitable relief, without necessity of posting bond and without prejudice to any other rights and remedies that they may have.

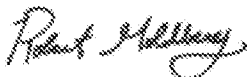
8.10 Dispute Resolution. Any party may give the other party notice of any dispute not resolved in the normal course of business. Within five business days after delivery of such notice, the appropriate

Officer at Berlin and with Company, the parties will meet at a mutually acceptable time and place (including via conference call), and as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the parties are unable to resolve the dispute within 30 business days after delivery of the notice, the parties may resort to any other of their rights and remedies under this Agreement or otherwise.

8.11 Arbitration. All disputes under this agreement that cannot be resolved by mutual agreement or dispute resolution set forth in section 8.10 may be submitted to mandatory arbitration under the rules and regulations of the American Arbitration Association. Any party may invoke this paragraph after providing 30 days written notice to the other. All costs of arbitration shall be divided equally between the parties. Any award may be enforced by a court of law.

IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date.

BERLIN PACKAGING L.L.C.



Name: \_\_\_\_\_

Position: Chief Legal Officer

Date: 3/22/2023

ANDLER PACKAGING LLC



Samuel Andler

Name: \_\_\_\_\_


Position: President

Date: 3/22/2023

**ATTACHMENT A**

**TRADEMARKS**

**UNITED STATES**

Word Mark	Serial Number	Filing Date	Reg. Number	Reg. Date
ANDLER	97443918	June 6, 2022		
	97443921	June 6, 2022		