

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM831016

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPC Resources, Inc.		07/01/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	US BulkSak Holdings, LLC		
Street Address:	103 Industrial Drive		
City:	Malvern		
State/Country:	ARKANSAS		
Postal Code:	72104		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5770383	STABULL PAK	
Registration Number:	5770371	STABULL PAK	
Registration Number:	4465040	BULK SAK	
Registration Number:	3843059		
Registration Number:	3829576	FIRMALOAD	
CORRESPONDENCE DATA			
Fax Number:			
<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:	5616713608		
Email:	ip@akerman.com		
Correspondent Name:	Peter A. Chiabotti		
Address Line 1:	777 South Flagler Drive		
Address Line 2:	Suite 1100 West Tower		
Address Line 4:	West Palm Beach, FLORIDA 33401		
ATTORNEY DOCKET NUMBER:	00409694		
NAME OF SUBMITTER:	Peter A. Chiabotti		
SIGNATURE:	/Peter A. Chiabotti/		
DATE SIGNED:	08/10/2023		

CH \$140.00 5770383

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment”), dated as of July 1, 2023, by and between SPC Resources, Inc., a Delaware corporation (“Assignor”), and US BulkSak Holdings, LLC, a Delaware limited liability company (“Assignee”). Capitalized terms used but not defined herein shall have the meaning given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor, Assignee and certain other parties are parties to that certain Asset Purchase Agreement, dated July 1, 2023 (the “Purchase Agreement”);

WHEREAS, pursuant to and subject to the terms of the Purchase Agreement and that certain Bill of Sale, Assignment and Assumption of even date herewith (the “Assignment Agreement”), at the Closing (a) Assignor will sell, assign, transfer, convey and deliver to Assignee, all right title and interest in, to and under all of the Trademark Assets and (b) Assignee will assume the US Assumed Liabilities relating to the Trademark Assets; and

WHEREAS, in connection with the Closing of the Purchase Agreement and the Assignment Agreement, Assignor has agreed to enter into, execute and deliver this IP Assignment conveying, transferring, and assigning all the Trademark Assets to Assignee.

NOW, THEREFORE, in exchange for the consideration stated in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Assigned IP. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of the Assignors’ right, title, and interest in and to the following (collectively, the “Assigned IP”):

(a) The Trademark Assets listed on Schedule A hereto;

(b) all goodwill associated therewith, licenses, sublicenses, agreements, covenants not to sue, and permissions granted and obtained with respect thereto, and rights thereunder;

(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, dilution, 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, as applicable, the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and

Trademark Office, and the Register of Copyrights in the United States Copyright Office, to record and register this IP 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 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 IP to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Governing Law. This IP Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the Laws of any other jurisdiction other than the State of Delaware.

5. Binding on Successors. This IP Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6. Counterparts. This IP Assignment may be executed in two or more counterparts, each of which shall constitute an original, but when taken together shall constitute but one instrument. Any signatures to this IP Assignment obtained via facsimile, photocopy, portable document format (".pdf"), or other electronic format shall be deemed original signatures in all cases.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignors have duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:

SPC RESOURCES, INC.

By: Marcia Tuten
Name: Marcia C. Tuten
Title: President

ASSIGNEE:

US BULKSAK HOLDINGS, LLC

By: _____
Name: Brian McGee
Title: President

[Signature Page to IP Assignment]

IN WITNESS WHEREOF, the Assignors have duly executed and delivered this IP Assignment as of the date first above written.

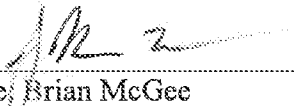
ASSIGNOR:

SPC RESOURCES, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

US BULKSAK HOLDINGS, LLC

By:  _____
Name: Brian McGee
Title: President

[Signature Page to IP Assignment]

SCHEDULE A

Trademark Assets

- Mark Name: Stabul Pak
 - Country/Region: United States
 - Status: Registered – (G)
 - Current Registration Number: 5770383
 - Current Registration Date: 6/4/2019
 - Current Application Number: 87/585804
 - Current Application Date: 8/28/2017

- Mark Name: Stabul-Pak & Design
 - Country/Region: United States
 - Status: Registered – (G)
 - Current Registration Number: 5770371
 - Current Registration Date: 6/4/2019
 - Current Application Number: 87/582510
 - Current Application Date: 8/24/2017

- Mark Name: Bulk Sak
 - Country/Region: United States
 - Status: Registered – (G)
 - Current Registration Number: 4465040
 - Current Registration Date: 1/14/2014
 - Current Application Number: 85/854408
 - Current Application Date: 2/19/2013

- Mark Name: Firma Logo
 - Country/Region: United States
 - Status: Registered – (G)
 - Current Registration Number: 3843059
 - Current Registration Date: 8/31/2010
 - Current Application Number: 77/866098
 - Current Application Date: 11/5/2009

- Mark Name: FIRMALOAD
 - Country/Region: Australia
 - Status: Registered – (G)
 - Current Registration Number: 1349544
 - Current Registration Date: 3/9/2010
 - Current Application Number: 1349544
 - Current Application Date: 3/9/2010

- Mark Name: FIRMALOAD
 - Country/Region: China P.R. (CN)
 - Status: Registered – (G)

- Current Registration Number: 8166501
- Current Registration Date: 4/7/2011
- Current Application Number: 8166501
- Current Application Date: 3/31/2010

- Mark Name: FIRMALOAD
 - Country/Region: EM – Community Trademark
 - Status: Registered – (G)
 - Current Registration Number: 008929937
 - Current Registration Date: 9/20/2010
 - Current Application Number: 008929937
 - Current Application Date: 3/5/2010

- Mark Name: FIRMALOAD
 - Country/Region: United States
 - Status: Registered – (G)
 - Current Registration Number: 3829576
 - Current Registration Date: 8/3/2010
 - Current Application Number: 77/840592
 - Current Application Date: 10/6/2009

- Mark Name: FIRMALOAD
 - Country/Region: New Zealand
 - Status: Registered – (G)
 - Current Registration Number: 820720
 - Current Registration Date: 10/2/2009
 - Current Application Number: 820720
 - Current Application Date: 3/9/2010

[Exhibit A to IP Assignment]