

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM838934

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WESTROCK SHARED SERVICES, LLC		09/08/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RTS PACKAGING, LLC		
Street Address:	One North Second Street		
City:	Hartsville		
State/Country:	SOUTH CAROLINA		
Postal Code:	29550		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78038981	ULTRA GUARDIAN	
Serial Number:	78038980	ULTRA GUARDIAN	
CORRESPONDENCE DATA			
Fax Number:	4046856929		
	<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:	404-815-3645		
Email:	eborland@sgrlaw.com, mbedsole@sgrlaw.com		
Correspondent Name:	Elizabeth G. Borland		
Address Line 1:	1105 West Peachtree Street, N.E.		
Address Line 2:	Suite 1000		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Elizabeth G. Borland		
SIGNATURE:	/Elizabeth G. Borland/		
DATE SIGNED:	09/13/2023		
Total Attachments: 5			
source=WESTROCK to RTS PACKAGINGS LLC Assignment of Trademarks to RTS - Executed (002)#page1.tif			
source=WESTROCK to RTS PACKAGINGS LLC Assignment of Trademarks to RTS - Executed (002)#page2.tif			
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ASSIGNMENT OF TRADEMARKS AND TERMINATION AGREEMENT

THIS ASSIGNMENT OF TRADEMARKS AND TERMINATION AGREEMENT (this “*Agreement*”) is made as of the 8th day of September, 2023 by **WESTROCK SHARED SERVICES, LLC**, a Georgia limited liability company (“*Assignor*”), in favor of **RTS PACKAGING, LLC**, a Delaware limited liability company (“*Assignee*”). Unless otherwise defined herein or the context otherwise requires, terms used in this Assignment shall have the meanings assigned to such terms in the Purchase Agreement (as defined below).

WHEREAS, WestRock Converting, LLC (“*Assets Seller*”), WestRock Partition Company and WestRock Company are parties with Sonoco Products Company to that certain Purchase Agreement, dated November 9, 2022 (the “*Purchase Agreement*”);

WHEREAS, as a condition to the closing of the Purchase Agreement, Assignor, in its capacity as an affiliate of Assets Seller, desires to transfer assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor’s worldwide right, title and interest in, to and under the trademarks, trademark registrations and applications for trademark registration set forth on Schedule A attached hereto and incorporated herein by reference (all of the foregoing being referred to herein as the “*Assigned Marks*”).

NOW, THEREFORE, Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, transfer, assign, convey and deliver to Assignee and Assignee’s successors and assigns, and Assignee hereby purchases and accepts, all of Assignor’s worldwide right, title and interest in, to and under the Assigned Marks, together with all goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Assigned Mark, whether arising prior to or subsequent to the date of this Agreement, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Agreement not been made.

Assignor hereby covenants that Assignor has full right to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreement in conflict herewith.

The terms and provisions of this Agreement and the respective rights and obligations of the parties hereunder shall be binding upon, and inure to, the benefit of their respective successors and assigns.

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 Agreement upon request by Assignee.

Simultaneously with the assignment of the Assigned Marks contemplated by this Agreement, Assignor and Assignee hereby agree that (i) that certain Trademark License Agreement, dated October 1, 2011 (the “*License Agreement*”), between Assignor and Assignee, relating to Assignor’s license to Assignee of certain of the Assigned Marks, and all of the rights and obligations of the parties thereunder are terminated effective upon the closing of the Purchase Agreement and (ii) each of Assignor and Assignee hereby release and forever discharge the other from all past, present, accrued or future liabilities and obligations under the License Agreement.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

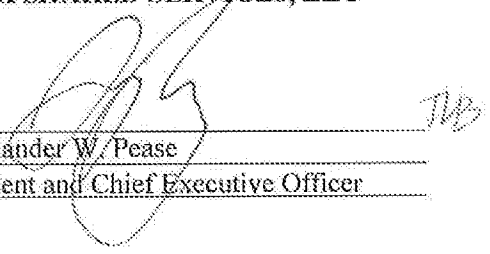
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Agreement as of the date first above written.

ASSIGNOR:

WESTROCK SHARED SERVICES, LLC

By: _____
Name: Alexander W. Pease
Title: President and Chief Executive Officer



Agreed and accepted:

ASSIGNEE:

RTS PACKAGING, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Agreement as of the date first above written.

ASSIGNOR:

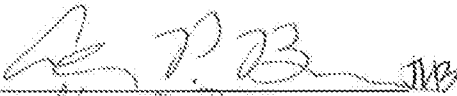
WESTROCK SHARED SERVICES, LLC

By: _____
Name: _____
Title: _____

Agreed and accepted:

ASSIGNEE:

RTS PACKAGING, LLC

By: 
Name: Alex P. Cosma
Title: President and Chief Executive Officer

[Signature Page to Assignment of Trademarks and Termination Agreement]

TRADEMARK
REEL: 008267 FRAME: 0788

SCHEDULE A

Assigned Marks

Country	Registered Owner	Trademark	Application No.	Registration No.	Registration Date
Mexico	WestRock Shared Services, LLC (formerly known as Rock-Tenn Shared Services, LLC)	ULTRA GUARDIAN	484737	706239	June 29, 2001
Mexico	WestRock Shared Services, LLC (formerly known as Rock-Tenn Shared Services, LLC)	ULTRA GUARDIAN (and Design)	484738	718237	September 28, 2001
United States	WestRock Shared Services, LLC (formerly known as Rock-Tenn Shared Services, LLC)	ULTRA GUARDIAN	78038981	N/A	N/A (Abandoned)
United States	WestRock Shared Services, LLC (formerly known as Rock-Tenn Shared Services, LLC)	ULTRA GUARDIAN (and Design)	78038980	N/A	N/A (Abandoned)