# CH \$215,00 8672651

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM399245

| SUBMISSION TYPE:      | NEW ASSIGNMENT                                     |
|-----------------------|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |

#### **CONVEYING PARTY DATA**

| Name                                | Formerly | Execution Date | Entity Type                            |
|-------------------------------------|----------|----------------|--|
| Coveris Advanced Coatings<br>US LLC |          | 09/12/2016     | Limited Liability Company:<br>DELAWARE |

#### **RECEIVING PARTY DATA**

| Name:           | Dietzgen Corporation     |
|-----------------|--------------------------|
| Street Address: | 121 Kelsey Lane, Suite G |
| City:           | Tampa                    |
| State/Country:  | FLORIDA                  |
| Postal Code:    | 33619                    |
| Entity Type:    | Corporation: FLORIDA     |

#### **PROPERTY NUMBERS Total: 8**

| Property Type        | Number   | Word Mark        |
|----------------------|----------|------------------|
| Serial Number:       | 86726511 | GFIOP140         |
| Serial Number:       | 86726587 | GFIOP212         |
| Registration Number: | 1949342  | MAGIC            |
| Registration Number: | 3011278  | MAGIC POSTER-PRO |
| Registration Number: | 2922948  | MAGICLEE         |
| Registration Number: | 2448446  | MUSEO            |
| Registration Number: | 2339285  | PROOF IT         |
| Registration Number: | 3223054  | SILVER RAG       |

#### CORRESPONDENCE DATA

**Fax Number:** 8132212900

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.

**Phone:** 813-221-3900

**Email:** christina.allen@hwhlaw.com **Correspondent Name:** Rachel M. Feinman, Esq.

**Address Line 1:** 101 E. Kennedy Blvd., Suite 3700

Address Line 4: Tampa, FLORIDA 33602

| NAME OF SUBMITTER: | Rachel M. Feinman   |
|--------------------|---------------------|
| SIGNATURE:         | /Rachel M. Feinman/ |

| DATE SIGNED:                   | 09/21/2016 |
|--------------------------------|------------|
| Total Attachments: 9           |            |
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#### ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "<u>Assignment</u>") is made and entered into as of September 12, 2016, by and between Dietzgen Corporation, a Florida corporation ("<u>Assignee</u>"), and Coveris Advanced Coatings US LLC, a Delaware limited liability company ("<u>Assignor</u>").

#### **RECITALS**

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of even date herewith (the "<u>Purchase Agreement</u>"), by and among Assignee, Assignor and the other parties thereto. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed, among other things, to sell, transfer, assign, convey and deliver to Assignee at the Closing certain assets, including without limitation, (i) the common law trademarks and/or service marks set forth on Schedule A hereto (the "Marks"), (ii) certain patents set forth on Schedule B hereto (the "Patents"), (iii) certain trademarks set forth on Schedule C hereto (the "Trademarks"), and (iv) certain domain names set forth on Schedule D (the "Domain Names" and collectively with the Marks, Patents, and Trademarks, the "Intellectual Property").

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to such Intellectual Property.

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Assignment</u>. Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all of Assignor's right, title and interest in and to the Intellectual Property together with the goodwill of the business symbolized by and associated with the Intellectual Property, including all common law rights and trademark registration for the Intellectual Property, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Intellectual Property.
- 2. <u>Assistance</u>. Assignor agrees to reasonably cooperate with Assignee to perform, without charge to Assignee (except as otherwise permitted herein), all acts reasonably deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing, to the extent assigned to Assignee hereunder, the full benefits, enjoyment, rights, title and interest in the Intellectual Property throughout the United States and any other jurisdictions in which such Intellectual Property is registered, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, assignments, declarations, affidavits, and any other papers in connection

therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights. In the event Assignor refuses or fails, without reasonable grounds, to execute within a reasonable period of time following Assignee's written request any such documents necessary to effectuate this Assignment of the rights granted herein should that be necessary in the United States or any other applicable jurisdiction which requires documentation and/or registration apart from this Assignment to perfect the rights granted hereby, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to effectuate this Assignment of the rights granted herein, with the same legal force and effect as if executed by Assignor. Assignee shall reimburse Assignor and its shareholders, officers and directors for all reasonable out-of-pocket expenses incurred by any of them in the course of performing its, his or her obligations under this Section 2, upon submission of documentation supporting such expenses.

#### 3. General.

- 3.1 <u>Purchase Agreement</u>. 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.
- 3.2 <u>Governing Law; Venue</u>. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Florida, without regard to its principles of conflicts of laws. Each of Assignor and Assignee irrevocably and unconditionally: (i) agrees and consents, with respect to any dispute arising out of or relating to this Assignment, to be subject to the exclusive jurisdiction of the courts of Hillsborough County, Florida; (ii) waives any objection to such venue and (iii) waives trial by jury in any Proceeding relating to this Assignment or transactions contemplated hereby.
- 3.3 Execution; Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A manual signature on a counterpart of this Assignment or of any other document to be delivered pursuant to this Assignment, an image of which has been transmitted electronically, will constitute an original signature for all purposes, and electronic transmission of such signature will constitute effective delivery of this Assignment or any such document for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment solely for the purposes set forth above, all as of the date first above written.

|       | ris Advanced Coatings US LLC,<br>aware limited liability company |
|-------|--|
| Ву:   | UN OG  |
|       | Name: Miner /12661<br>Title: CFO                                 |
| ASSI  | GNEE:  |
|       | gen Corporation,<br>ida corporation                              |
| a Flo | ida corporation  |
| By:   |  |

Title:

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment solely for the purposes set forth above, all as of the date first above written.

# ASSIGNOR:

Coveris Advanced Coatings US LLC, a Delaware limited liability company

By: Name: Title:

ASSIGNEE:

Dietzgen Corporation, a Florida corporation

By:

Name:

Title:

**REEL: 005882 FRAME: 0158** 

#### Schedule A Marks

FIRENZE 132 **ECO BLOCK-2S** GFIOP140 FIRENZE 170 **ECO-SATIN** GFIOP212 SIENA 200L STICK 2 **GFCVM** POS PRO+200 **GF POLY** SIENA 200G SIENA 250L POS PRO+400 JR440IJME SIENA 250G PROTECT 5 MIL **JSO-24** POSTER PLUS PROTECT 2 MIL **JSO-36** VERONA 250HD POSPRO+ECO **JSB-20** 

VERONA 300 RAG POSPRO+UV MUSEO ARTIST CARDS

VERONA 285T POSPRO+LX MUSEO MAX

DMPG98 PPM7 (GFPPM7) MUSEO PORTFOLIO

TOTAL-PHOTO M DMIBOP/MURALPRO RAG

MUL-7 POSTERMAX MUSEO SILVER RAG MUG-7 FAB6 MUSEO TEXTURED RAG

SIENA200L PSA FAB-TAC-S MUSEO ARTISTRY
SIENA200G PSA TB9 (GFTB9) TORINO 17M
DMPLA7 DMPB10-C2S TORINO 21G
DMPHA7 DMVB15 TORINO 20M

DMCF4HPS DMVB14 MAGIC BRAND INKS

DMCF4HP **NEW-VUE RENEW DMCF4EN BROAD-VUE RITETAC** DMBL5 SBL-7(DMBL-7UV) **WRAPIT** DMBP5 GBL-9 HILITE8.0 DMVLA5 SCF-7 ADHERE6.0 PPM7PSA **GFPHOTO** JET SET

PPM7UV GFPHOTO-240

# Schedule B Patents

| Title             | Country | Application No./ | Patent No./ | Status |
|-------------------|---------|------------------|-------------|--------|
|                   |         | Filing Date      | Issue Date  |        |
| Aqueous Ink       | U.S.    | 08/743370        | 5853899     | Active |
| Receptive Ink Jet |         | 11/04/1996       | 12/29/1998  |        |
| Receiving Medium  |         |                  |             |        |
| Yielding a Water  |         |                  |             |        |
| Resistant Ink Jet |         |                  |             |        |
| Mark              |         |                  |             |        |

# Schedule C Trademarks

| Mark             | Country   | Status     | Filing Date<br>Reg. Date | Serial No.     |
|------------------|-----------|------------|--------------------------|----------------|
| GFIOP140         | Canada    | Pending    | 08/25/2015               | 1,743,826      |
| GFIOP140         | USA       | Pending    | 08/17/2015               | 86/726,511     |
| GFIOP212         | Canada    | Pending    | 08/28/2015               | 1,743,827      |
| GFIOP212         | USA       | Pending    | 08/17/2015               | 86/726,587     |
| Magic and Design | Benelux   | Registered | 09/22/1995               | 856122         |
| Wagle            |           |            | 09/22/1995               | 580845         |
| Magic and Design | France    | Registered | 09/27/1995               | 95589923       |
| Magic            |           |            | 09/27/1995               | 95589923       |
| Magic and Design | Germany   | Registered | 09/22/1995               | 39538856.2     |
| Ö<br>Magic       | ·         |            | 07/02/1996               | 39538856       |
| Magic and Design | Italy     | Registered | 09/26/1995               | 36201500004463 |
| Wagle            |           |            | 07/17/1997               | 1175030        |
| Magic and Design | United    | Registered | 09/23/1995               | 2038000        |
| Mag/c            | Kingdom   |            | 02/07/1997               | 2038000        |
| Magic and Design | USA       | Registered | 02/19/1993               | 74/360,422     |
| S<br>Magic       |           |            | 01/16/1996               | 1949342        |
| Magic Mainstream | Canada    | Registered | 07/09/2004               | 1,223,551      |
|                  |           |            | 05/04/2006               | TMA663652      |
| Magic Poster-Pro | USA       | Registered | 09/07/2004               | 78/479,287     |
|                  |           |            | 11/01/2005               | 3011278        |
| Magiclee         | Australia | Registered | 05/26/2004               | 1003735        |
|                  |           |            | 09/27/2004               | 1003735        |
| Magiclee         | Canada    | Registered | 05/26/2004               | 1,218,670      |

|                     |          |            | 12/06/2005 | TMA654511  |
|---------------------|----------|------------|------------|------------|
| Magiclee            | European | Registered | 05/26/2004 | 003855269  |
| -                   | Union    | -          | 10/07/2005 | 003855269  |
| Magiclee            | USA      | Registered | 11/26/2003 | 78/333,592 |
|                     |          |            | 02/01/2005 | 2922948    |
| Museo               | USA      | Registered | 10/22/1999 | 75/828,675 |
|                     |          |            | 05/01/2001 | 2448446    |
| Proof It and Design | USA      | Registered | 09/17/1998 | 75/554,391 |
|                     |          |            | 04/04/2000 | 2339285    |
| Proof.              |          |            |            |            |
| Silver Rag          | USA      | Registered | 06/13/2006 | 78/906,634 |
|                     |          |            | 03/27/2007 | 3223054    |

## Schedule D Domain Names

| Domain Name            | Owner            | Status          | Expirations      |
|------------------------|------------------|-----------------|------------------|
| Intelicoat.com         | Perfect Privacy, | Registered.     | May 6, 2017      |
|                        | LLC              | Website active. |                  |
| Magicinkjet.com        | Perfect Privacy, | Registered.     | April 18, 2017   |
|                        | LLC              | Website active. |                  |
| Magicinkjetdealers.com | Perfect Privacy, | Registered.     | May 24, 2017     |
|                        | LLC              | Website active. |                  |
| Museofineart.com       | Image Products   | Registered.     | December 5, 2016 |
|                        | Group LLC        | Website active. |                  |
| Buyintelicoat.com      | Registration     | Registered.     | February 7, 2017 |
|                        | private          | Website active. |                  |

**RECORDED: 09/21/2016**