

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM410369

<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>
Duro Bag Manufacturing Co.		07/03/2014	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Duro Hilex Poly, LLC		
<b>Street Address:</b>	101 E Carolina Ave.		
<b>City:</b>	Hartsville		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29550		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73642435	PLAS-T-SAK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8032559381		
<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>	864-250-2214		
<b>Email:</b>	ip@nelsonmullins.com		
<b>Correspondent Name:</b>	Ashley B. Summer		
<b>Address Line 1:</b>	100 NORTH TRYON ST., 42nd FLOOR		
<b>Address Line 2:</b>	Nelson Mullins		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>NAME OF SUBMITTER:</b>	Ashley B. Summer		
<b>SIGNATURE:</b>	/Ashley B. Summer/		
<b>DATE SIGNED:</b>	12/28/2016		
<b>Total Attachments: 13</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT AND  
DOMAIN NAME TRANSFER AGREEMENT**

This Intellectual Property Assignment and Domain Name Transfer Agreement (this "**Agreement**"), made and entered into as of July 3, 2014 (the "**Effective Date**"), by and between Duro Hilex Poly, LLC, a Delaware limited liability company ("**Assignee**") and Duro Bag Manufacturing Company ("**Assignor**"). Each of Assignee and Assignor may be referred to herein as a "**Party**" and together as the "**Parties**."

**WITNESSETH:**

**WHEREAS**, in connection with the consummation of the transactions contemplated by that certain Asset Purchase Agreement (the "**Purchase Agreement**"), dated as of June 11, 2014, by and among Duro Bag Manufacturing Company, a Kentucky corporation ("**Seller**"), Duro Realty Holdings, LLC, a Delaware limited liability company and Hilex Poly Co. LLC, a Delaware limited liability company ("**Purchaser**"), Seller has agreed to sell, assign, transfer, convey and deliver, and to cause each of its subsidiaries to sell, assign, transfer, convey and deliver, to Purchaser or its designee, and Purchaser or its designee shall purchase, acquire and accept from Seller and its subsidiaries, all of the right, title and interest of Seller and its subsidiaries in, to and under the Business Intellectual Property, including but not limited to the intellectual property listed on **Schedule A** attached hereto (collectively, the "**Intellectual Property Assets**");

**WHEREAS**, Assignee is the designee of Purchaser to purchase, acquire and accept the Intellectual Property Assets from Seller and its subsidiaries;

**WHEREAS**, Assignor is the subsidiary of Seller that owns the Intellectual Property Assets listed on **Schedule A** hereto; and

**WHEREAS**, all capitalized terms used but not otherwise defined herein shall have the meanings set forth therefor in the Purchase Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Assignment.**

(a) Assignor does hereby sell, contribute, assign, and transfer to Assignee any and all of Assignor's worldwide right, title and interest to, including all common law rights in, to and under, all of the Intellectual Property Assets, together with any and all (i) goodwill of the business symbolized by any marks or names thereof, and (ii) rights and privileges granted with respect to and/or secured by any of the foregoing, including but not limited to any and all rights and privileges to (A) maintain and pursue enforceable rights in the Intellectual Property Assets, (B) file related or subsequent applications based on or claiming priority to the Intellectual Property Assets and (C) sue and recover for any past violation, with said rights to be held and enjoyed by Assignee, for Assignee's own use and benefit and for the use and benefit of its

successors, assigns or other legal representatives, as fully and entirely as the same would or could have been held and enjoyed by Assignor if this assignment had not been made.

(b) Assignor hereby authorizes and requests the officials at the Patent and Trademark Offices in the United States and its territorial possessions and in any and all foreign countries to issue any and all enforceable rights, including letters patent or registrations, when granted, to Assignee.

2. **Further Assurances.**

(a) Assignor shall, and shall cause its Affiliates and Persons under its control to, execute such other or additional instruments of transfer or conveyance and undertake such other or additional actions in respect of the Intellectual Property Assets as are reasonably requested by Assignee, including any (i) applicable forms of assignment necessary for filing before the U.S. Patent and Trademark Office and (ii) domain name registrars, or, in either case, equivalent filings in foreign jurisdictions, to effectuate the full and complete transfer of the Intellectual Property Assets to Assignee as contemplated hereby.

(b) To effectuate the assignment of the domain names included in the Intellectual Property Assets, Assignor agrees to, and shall cause its Affiliates and Persons under its control to, take any and all actions that are necessary to perfect the assignment of the domain names and/or to transfer control of the domain names to Assignee. These actions may include, but are not limited to, promptly (i) unlocking the domain names and providing the authorization code for the domain names to Assignee; (ii) executing and/or completing such other additional documents or forms as are delivered to Assignor by Assignee or the applicable registrar; and (iii) taking the necessary steps required by the applicable registrar to transfer the domain names to Assignee. Assignor agrees to, and shall cause its Affiliates and Persons under its control to, retain the registration for the domain names until they are effectively transferred to Assignee by the domain name registrar.

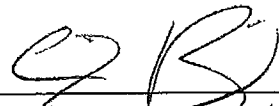
3. **Execution.** This Agreement may be executed in any number of counterparts (including those delivered by facsimile or other electronic means), each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

4. **Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any law, rule or regulation, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, unlawful or unenforceable provision had never comprised a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be otherwise affected by the severance of the illegal, unlawful or unenforceable provision.

*signature page follows*

IN WITNESS WHEREOF, the undersigned has executed the above and foregoing Agreement as of the Effective Date.

**DURO BAG MANUFACTURING COMPANY  
(ASSIGNOR)**


By:   
Name: Christopher Klein  
Title: General Counsel

[Signature Page to Intellectual Property Assignment and Domain Name Transfer Agreement]

**TRADEMARK  
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IN WITNESS WHEREOF, the undersigned has executed the above and foregoing Agreement as of the Effective Date.

**DURO HILEX POLY, LLC,  
A DELAWARE LIMITED LIABILITY  
COMPANY (ASSIGEE)**

By:   
Name: Stanley B. Bikulege  
Title: Chairman & Chief Executive Officer

**SCHEDULE A**

**Trademarks**

Record Owner	Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date/ Grant Date
Duro Manufacturing Company Bag	United States	THE PERFECT BAG	77/366,708	01/08/2008	3,552,296	12/23/2008
Duro Manufacturing Company Bag	United States	HOT & CRISPY	77/048,015	11/20/2006	3,296,471	09/25/2007
Duro Manufacturing Company Bag	United States	DURO	78/963,778	08/30/2006	3,256,478	06/26/2007
Duro Manufacturing Company Bag	United States	E-Z CARRY SACK	75/156,081	08/23/1996	2,156,151	05/12/1998
Duro Manufacturing Company Bag	United States	ELEPHANT	71/020,061	06/05/1906	0058667	12/18/1906
Duro Manufacturing Company Bag	United States	<b>STRONGHOLD</b>	71/019,917	05/28/1906	0058326	12/11/1906
Duro Manufacturing Company Bag	United States	<b>ALLIGATOR</b>	71/017,726	03/10/1906	0054223	06/19/1906
Duro Manufacturing Company Bag	United States	PANTHER	71/017,224	02/21/1906	0056196	08/28/1906
Duro Manufacturing Company Bag	United States	MOOSE	71/017,007	02/14/1906	0056191	08/28/1906
Duro Manufacturing Company Bag	United States	BEAR	71/017,003	02/14/1906	0056119	08/28/1906
Duro Manufacturing Company Bag	United States	BUFFALO	71/017,004	02/14/1906	0056120	08/28/1906
Duro Manufacturing Company Bag	United States	LION	71/017,006	02/14/1906	0056190	08/28/1906
Duro Manufacturing Company Bag	United States	TIGER	71/017,008	02/14/1906	0056192	08/28/1906
Duro Manufacturing Company Bag	United States	WOLF	71/017,009	02/14/1906	0056121	08/28/1906

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**Patents**

Owner of Record	Title	Application No.	Application Date	Patent No.	Issue Date	Notes
Duro Bag Mfg. Co.	Bag with Reinforced Integral Handle Portions	08/281371	Jul-27-1994	5,458,556	Oct-17-1995	Expires 7/27/2014
Duro Bag Mfg. Co.	Clampless Bar Mechanism and Method for Making a Paper Bag	13/014,948	Jan-27-2011			Notice of Allowance – Issue Fee Due July 3, 2104
Duro Bag Mfg. Co.	Pouch Style Food Service Bag	13/591,830	Aug-22-2012			Pending

Owner of Record	Country	Title	Application No.	Application Date	Status
Duro Designer Co. Inc.	Canada	Clampless Bar Mechanism and Method for Making a Paper Bag	CA2731750		Pending
Duro Designer Co. Inc.	Europe	Clampless Bar Mechanism and Method for Making a Paper Bag	EP2481563	Jan-13-2012	Pending
Duro Designer Co. Inc.	Hong Kong	Clampless Bar Mechanism and Method for Making a Paper Bag	(Extension of EP2481563)		Pending



**Domain Names**

BAGPROJECTS.COM  
COLDFOODBAGS.COM  
DEPARTMENTSTOREBAGS.COM  
DESIGNERPKG.COM  
DESIGNERPKG.NET  
DESIGNERSHOPPINGBAGS.COM  
DUROBAG.BIZ  
DUROBAG.COM  
DUROBAG.INFO  
DUROBAG.MOBI  
DUROBAG.NET  
DUROBAG.ORG  
DUROBAG.TV  
DUROBAG.US  
EARTHDAYBAG.COM  
EDUCATIONALPAPERBAGS.COM  
FASTFOODBAGS.COM  
FOODSERVICEBAG.COM  
FOODSERVICEBAGS.COM  
FOODTOGOBAGS.COM  
GROCERYSTOREBAGS.COM  
HANDLESACKS.COM  
HARDWAREBAG.COM  
HEAVYDUTYBAG.COM  
HEAVYDUTYBAGS.COM  
HOTFOODBAGS.COM  
KRAFTPAPERBAGS.COM  
LAWNLEAFBAGS.COM  
MASSMERCHANTBAGS.COM  
PAPERBAGBAG.COM  
PAPERBAGI.COM  
PAPERBAGMASKS.COM  
PAPERBAGPAPERBAG.COM  
PAPERBAGPROJECTS.COM  
PAPERBAGSBAG.COM  
PAPERBAGSPAPERBAGS.COM  
PAPERFOODBAGS.COM  
PAPERFOODSERVICEBAGS.COM  
PAPERGROCERYBAGS.COM  
PAPERHANDLEBAGS.COM  
PAPERHANDLESACKS.COM  
PAPERLAWNBAGS.COM  
PAPERLAWNLEAFBAGS.COM  
PAPERLIQUORBAG.COM

POINTOFPURCHASEBAGS.COM  
PRESCRIPTIONBAG.COM  
PRINTEDRETAILBAGS.COM  
PRINTEDSTOREBAGS.COM  
RECYCLEDHANDLEBAG.COM  
RECYCLEDPAPERBAG.COM  
RETAILERBAGS.COM  
SUBMARINEBAGS.COM

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**TRADEMARK**  
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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of June 11, 2014 by and among Duro Bag Manufacturing Company, a Kentucky corporation ("Seller"), Duro Realty Holdings, LLC, a Delaware limited liability company (the "Landlord") and Hilex Poly Co. LLC, a Delaware limited liability company ("Purchaser"), under the following conditions (unless otherwise indicated, capitalized terms used herein have the respective meanings set forth in Section 13.1):

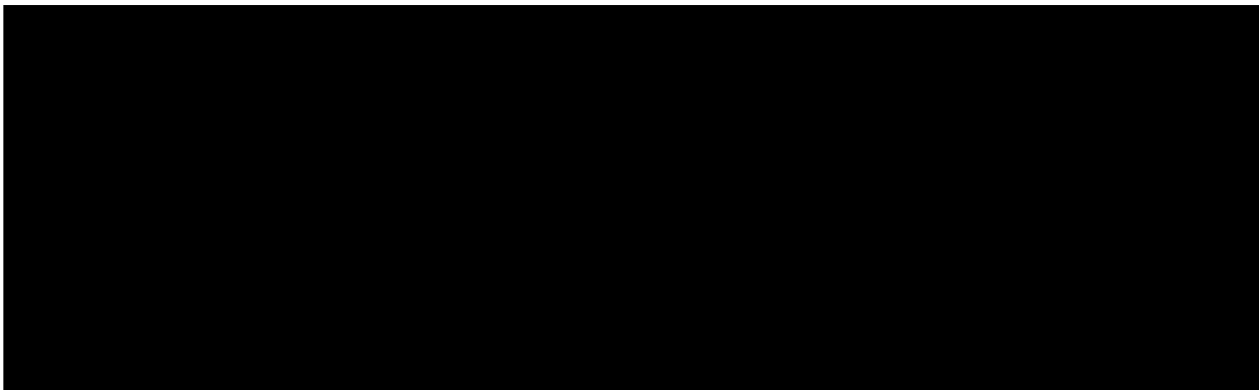
A. Seller and its Subsidiaries are engaged in the business of manufacturing and selling paper bags (the "Business"); and

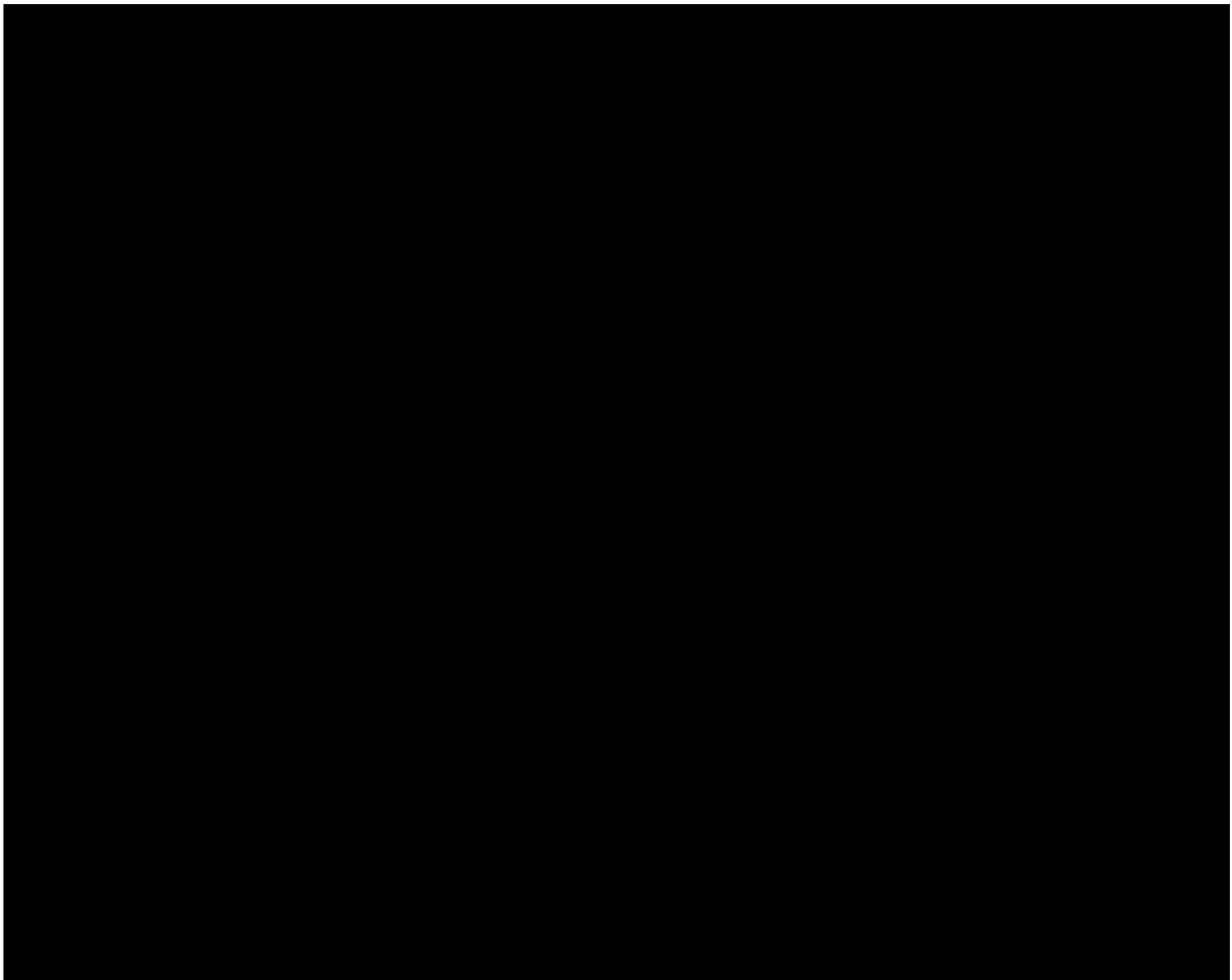
B. Upon the terms and subject to the conditions set forth in this Agreement, the parties desire that Seller and its Subsidiaries sell, assign and transfer to Purchaser, and that Purchaser purchase and acquire from Seller and its Subsidiaries, all of their right, title and interest in and to the Purchased Assets, and that Purchaser assume the Assumed Liabilities.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

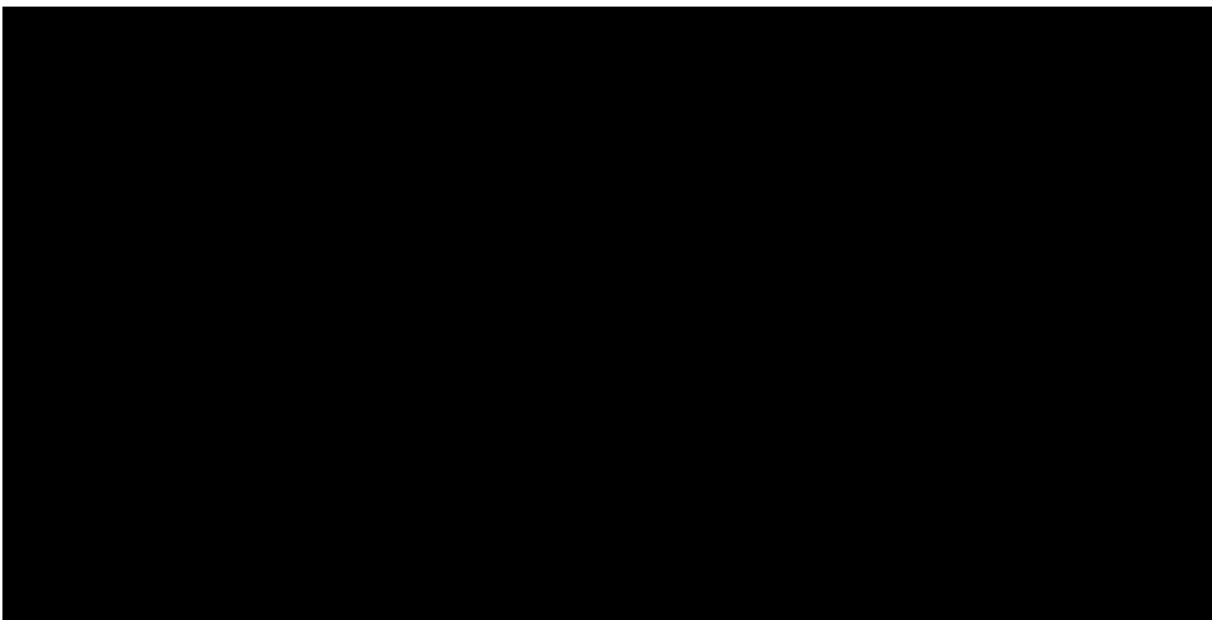
### ARTICLE 1 PURCHASE AND SALE OF PURCHASED ASSETS

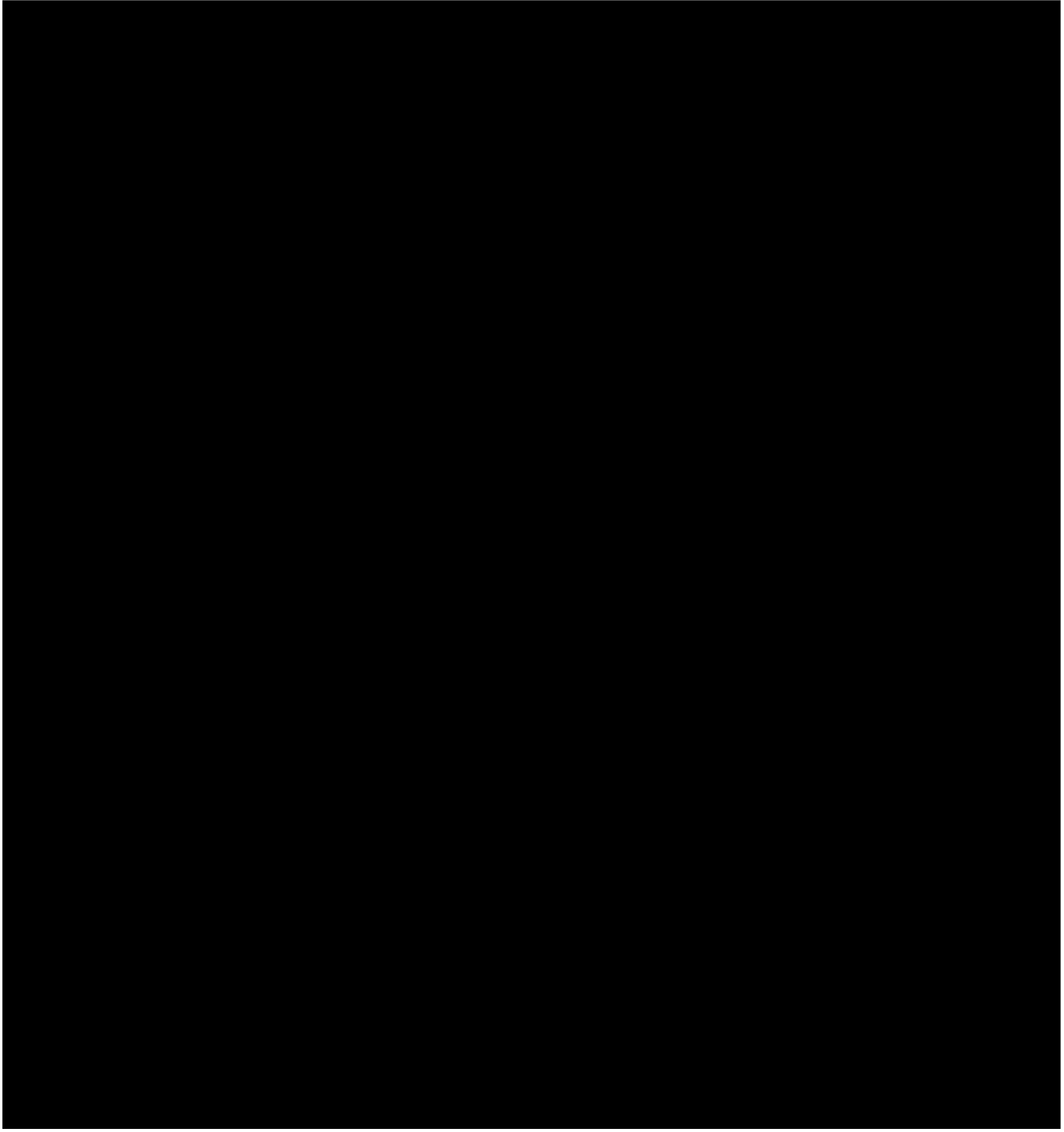
Section 1.1. Purchase and Sale of the Purchased Assets. Upon the terms and subject to the conditions set forth in this Agreement, and subject to the exclusions set forth in Section 1.2, at the Closing, Seller shall sell, assign, transfer, convey and deliver to, and shall cause each of its Subsidiaries to sell, assign, transfer, convey and deliver to, Purchaser or its designee, and Purchaser shall purchase, acquire and accept (or its designee shall accept) from Seller, all of the right, title and interest of Seller and its Subsidiaries in, to and under all assets, properties, rights and interests, of any kind and description (whether real, personal or mixed, tangible or intangible, or fixed, contingent or otherwise), owned, licensed or leased by the Seller or its Subsidiaries relating to, used in, held for use or necessary for the Business, wherever located and by whomever possessed (collectively, and excluding the Excluded Assets, the "Purchased Assets"), free and clear of all Liens other than Permitted Exceptions, and including, without limitation, the following:






(g) all rights of Seller and its Subsidiaries in all Intellectual Property relating to, used in or held for use for (the "Business Intellectual Property") and all Know-How relating to, used in or held for use for the Business;





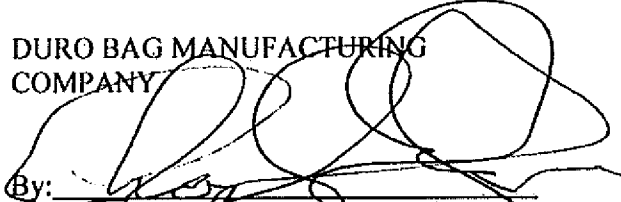
“Intellectual Property” means all of the following in any jurisdiction throughout the world: (i) Trademarks; (ii) Patents; (iii) copyrightable works and registered copyrights; (iv) invention disclosures and results of research; (v) mask works, (vi) internet domain names; (vii) registrations of, and applications to register, any of the foregoing with any Governmental Authority and any renewals or extensions thereof, and (viii) Trade Secrets.



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

"Seller"

DURO BAG MANUFACTURING  
COMPANY

By:   
Name: Charles Shor  
Title: President CEO


"Purchaser"

HILEX POLY CO. LLC

By: \_\_\_\_\_  
Name:  
Title:

"Landlord"

DURO REALTY HOLDINGS, LLC

By:   
Name:  
Title: Charles Shor  
President CEO

Asset Purchase Agreement Signature Page

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

"Seller"

DURO BAG MANUFACTURING  
COMPANY

By: \_\_\_\_\_  
Name:  
Title:

"Purchaser"

HILEX POLY CO. LLC

By:   
Name: Stanley B. Kiefer  
Title: Chairman & CEO

"Landlord"

DURO REALTY HOLDINGS, LLC

By: \_\_\_\_\_  
Name:  
Title:

Asset Purchase Agreement Signature Page