# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM410981

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Action Packaging Systems, Inc.		01/03/2017	Corporation: CONNECTICUT

#### **RECEIVING PARTY DATA**

Name:	Fortis Solutions Group, LLC	
Street Address:	2505 Hawkeye Court	
Internal Address:	Attn.: John O. Wynne, Jr., CEO	
City:	Virginia Beach	
State/Country:	VIRGINIA	
Postal Code:	23452	
Entity Type:	Limited Liability Company: VIRGINIA	

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	2618789	GOLD SEAL	
Registration Number:	1612012	LABEL EXPRESS	

#### **CORRESPONDENCE DATA**

Fax Number: 7576285566

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: 757-628-5582 Email: ip@wilsav.com Timothy J. Lockhart **Correspondent Name:** 

440 Monticello Avenue, Suite 2200 Address Line 1:

Address Line 2: Attn.: IP Administrator

Address Line 4: Norfolk, VIRGINIA 23510-2243

NAME OF SUBMITTER:	Timothy J. Lockhart
SIGNATURE:	/Timothy J. Lockhart/
DATE SIGNED:	01/04/2017

## **Total Attachments: 2**

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> **TRADEMARK** REEL: 005958 FRAME: 0175

#### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of January 3, 2017, by ACTION PACKAGING SYSTEMS, INC., a Connecticut corporation ("Seller"), in favor of FORTIS SOLUTIONS GROUP, LLC, a Virginia limited liability company ("Buyer").

#### RECITALS:

- A. In accordance with an Asset Purchase Agreement of even date herewith (the "Purchase Agreement") by and among Seller, Buyer, and other parties described therein, Seller has agreed to sell, assign, transfer, convey and deliver to Buyer, and Buyer has agreed to purchase and acquire from Seller, the Acquired Assets, all in accordance with and subject to the terms, conditions, representations, warranties and covenants set forth in the Purchase Agreement. Capitalized terms not otherwise defined herein shall have the respective meanings given such terms in the Purchase Agreement.
- B. Among the Acquired Assets are all of Seller's worldwide right, title and interest in and to Seller's Intellectual Property, including trademarks or service marks, that are used by Seller in connection with the operation of the APS Business, including those trademarks listed on Schedule I hereto (all of the foregoing, collectively, the "Marks").

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in the Purchase Agreement, Seller does hereby sell, assign, transfer, convey and deliver to Buyer, its successors and assigns, all right, title and interest in and to the Marks, free and clear of all Liens, including, without limitation, all application, registration, maintenance, and renewal rights with respect to the Marks; all goodwill associated with the Marks; all common law or similar rights with respect to the Marks; and any and all actions and rights of action for infringement, violation, or misappropriation, including without limitation the right to sue and collect damages for past, present, and future infringement, violation, or dilution, of the foregoing right, title, and interest in and to the Marks and/or otherwise with respect to the Marks, whether arising before, on, or after the date of this Assignment, including all income, royalties, damages, claims, and payments now or hereafter due or payable under or with respect to the foregoing.

This Assignment will be construed in accordance with, and any and all actions arising hereunder will be governed by, the laws of the State of Delaware without regard to its choice-of-law rules and, to the extent applicable, the trademark laws of the United States.

IN WITNESS WHEREOF, Seller has caused this Assignment to be duly executed and delivered as of the day and year first above written.

ACTION PACKAGING SYSTEMS, INC., a Connecticut corporation

By: \_

\_\_\_(SEAL)

Title: President

Name Douglas E. Rice

## SCHEDULE I

### <u>Marks</u>

MARK	REGISTRY	REGISTRATION NO.	REGISTRATION DATE
"GOLD SEAL" and design	United States Patent and Trademark Office	2,618,789	September 10, 2002
"LABEL EXPRESS" and design	United States Patent and Trademark Office	1,612,012	September 4, 1990

1-1451528.2

RECORDED: 01/04/2017

TRADEMARK REEL: 005958 FRAME: 0177