

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435135

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PackageOne, Inc.		06/15/2017	Corporation: CALIFORNIA
Thomas P Kandris		06/15/2017	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	NorCal Sheets, LLC		
Street Address:	1212 Performance Drive		
City:	Stockton		
State/Country:	CALIFORNIA		
Postal Code:	95206		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4204601	ALL WEST CONTAINER	
Registration Number:	4447578	AMERICAN RIVER PACKAGING	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	212.3108582		
Email:	juan.arias@weil.com		
Correspondent Name:	Evan T. Nichols		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	Evan Nichols - 48802.0176		
NAME OF SUBMITTER:	Evan T. Nichols		
SIGNATURE:	/Evan T. Nichols/		
DATE SIGNED:	07/14/2017		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made effective as of June 15, 2017, by and among PackageOne, Inc., a California corporation ("Assignor"), Thomas P. Kandris, a resident of the State of California ("Kandris"), and NorCal Sheets, LLC, a California limited liability company ("Assignee").

WHEREAS, Assignor owns the trademarks set forth on Schedule A attached hereto and incorporated herein by reference, which are used by Assignor in its corrugated packaging business.

WHEREAS, Assignor and Assignee have entered into that certain Contribution Agreement dated as of June 15, 2017 (the "Contribution Agreement"), pursuant to which Assignor agreed to contribute, assign and transfer to Assignee all of Assignor's right, title and interest in, to and under the Contributed Assets (as defined in the Contribution Agreement), including, without limitation, the trademarks set forth on Schedule A attached hereto and incorporated herein by reference.

WHEREAS, in accordance with the terms of the Contribution Agreement, Assignor wishes to sell, assign and transfer to Assignee, and Assignee wishes to purchase and acquire from Assignor, all of Assignor's right, title and interest in, to and under the trademarks set forth on Schedule A and incorporated herein by reference, including any applications therefor and registrations and renewals thereof, and all goodwill associated therewith and symbolized thereby (collectively, the "Trademarks").

WHEREAS, Kandris is the principal shareholder of Assignee and will benefit from the transactions contemplated by the Contribution Agreement.

WHEREAS, Assignee has requested that Kandris also enter into this Agreement to transfer to Assignee any and all right, title and interest that Kandris may have in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration paid by Assignee to Assignor pursuant to the Contribution Agreement at or prior to the execution and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, Assignor and Kandris hereby sell, convey, assign and transfer to Assignee, its successors and assigns, all of Assignor's and Kandris' right, title and interest in, to and under the Trademarks, together with the goodwill for the business in connection with which the Trademarks are used, all claims for damage, dilution and profits by reason of past, present or future infringement of the rights assigned under this Agreement, with the right to sue for and collect the same, all registrations and applications (including intent-to-use applications) for the Trademarks, and all income, royalties, damages and payments in respect of the Trademarks.

Assignor and Kandris hereby authorize and request the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record the Assignee as the assignee and owner of the Trademarks, and all applications and registrations thereof, and to issue all corresponding registrations to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Agreement.

Assignor and Kandris hereby constitutes and appoints Assignee, with full power of substitution, as its true and lawful agent and attorney-in-fact, with full power and authority in its name, place and stead, to execute, swear to, acknowledge, deliver, file and record in the appropriate public offices: (1) this Agreement, all certificates and other instruments and all amendments thereof; and (2) all instruments which the parties deem necessary or appropriate to reflect any amendment, change, modification or restatement of this Agreement approved in accordance with its terms. The foregoing power of attorney is irrevocable and coupled with an interest, and shall survive the death, disability, incapacity, dissolution, bankruptcy, insolvency or termination of each party hereto.

Assignor, Kandris and Assignee hereby agree to execute and deliver any and all other documentation which may be required or reasonably requested by appropriate registration authorities in order to perfect the transfer of the Trademarks to Assignee hereunder.

[Remainder of page intentionally left blank – Signature page follows]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the date first written above.

ASSIGNOR:


PACKAGEONE, INC., a California corporation

By: 

Name: Thomas P. Kandris

Title: Chief Executive Officer

KANDRIS:


THOMAS P. KANDRIS

ASSIGNEE:

NORCAL SHEETS, LLC, a California limited liability company

By: 

Name: Thomas P. Kandris

Title: Manager

[Signature Page to PackageOne Trademark Assignment Agreement]

SCHEDULE A

TRADEMARKS

Country	Mark	Application Number & Filing Date	USPTO Registration Number & Registration Date	Registrant/ Owner
United States	All West Container	85373610; July 18, 2011	4204601; September 11, 2012	Thomas P Kandris DBA PackageOne Inc
United States	American River Packaging	85915278; April 25, 2013	4447578; December 10, 2013	Thomas P Kandris; American River Packaging

- Schedule A -

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RECORDED: 07/14/2017

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