

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446437

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
McShane Enterprises, Inc.		09/14/2012	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Dade Paper & Bag Co.		
Street Address:	9601 NW 112th Avenue		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33178		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2110819	SOMERSET	
CORRESPONDENCE DATA			
Fax Number:	5616596313		
<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:	561-653-5000		
Email:	ip@akerman.com		
Correspondent Name:	Jennifer Parkins Rabin		
Address Line 1:	777 South Flagler Drive		
Address Line 2:	Suite 1100 - West Tower		
Address Line 4:	West Palm Beach, FLORIDA 33401		
ATTORNEY DOCKET NUMBER:	7455-12 (328701)		
NAME OF SUBMITTER:	Jennifer Parkins Rabin		
SIGNATURE:	/Jennifer Parkins Rabin/		
DATE SIGNED:	10/09/2017		
Total Attachments: 2			
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CH \$40.00 2110819

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT (this "Bill of Sale"), dated as of September 14, 2012, is entered into by and among **DADE PAPER & BAG CO.**, a Florida corporation ("Buyer" or "Dade"), **MCSHANE ENTERPRISES, INC.**, a New Jersey corporation (the "Company"), and **DAVID MCSHANE**, resident of the Commonwealth of Pennsylvania, who is the only shareholder of the Company (the "Shareholder").

PRELIMINARY STATEMENT

This Bill of Sale is executed and delivered pursuant to the terms of the Asset Purchase Agreement, dated as of the date hereof, to which Dade, the Company and the Shareholder are parties (the "Agreement").

AGREEMENT


In consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

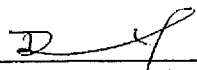
1. Each term which is capitalized, but not defined, in this Bill of Sale shall have the meaning ascribed to such term in the Agreement.
2. The Company hereby sells, assigns, conveys, transfers, grants, sets over, confirms and delivers to Dade and its successors and assigns, to have and to hold forever, its entire right, title and interest in and to each of the Purchased Assets, free and clear of any and all Liens.
3. The Company agrees that Dade shall not assume or otherwise become liable for any liabilities of the Company and Dade shall not assume any Contract.
4. The Company agrees to do and cause to be done any and all acts, to execute and deliver any and all agreements, documents and instruments and to make, execute and deliver to Dade any and all powers of attorney, which Dade deems necessary, proper or convenient: (i) to effectuate the sale, assignment, conveyance, transfer, grant, setting over, confirmation and delivery of the Purchased Assets contemplated by this Bill of Sale and the Agreement; and (ii) to enable Dade to own, possess, collect, enforce and enjoy any and all rights, interests and benefits in, to, and with respect to each of the Purchased Assets.
5. All of the terms and provisions of this Bill of Sale are binding upon the Company and its successors and assigns and will inure to the benefit of Dade and its successors and assigns. Notwithstanding the foregoing, no provision of this Bill of Sale shall in any way waive, diminish or limit the express provisions (including the warranties, covenants, agreements, conditions, representations and obligations and indemnifications, and the limitations related thereto, of the Company) set forth in the Agreement, this Bill of Sale being intended solely to effect the transfer of the Purchased Assets in accordance with the Agreement. In the event of a conflict between the terms of this Bill of Sale and the terms of the Agreement, the terms of the Agreement shall prevail and govern.

[Signatures on next page.]

IN WITNESS WHEREOF, each of the parties has caused this instrument to be executed in its name and delivered by a duly authorized officer, on the date first above written.


MCSHANE ENTERPRISES, INC.

By: 
Name: DAVID MCSHANE
Title: Pres



DAVID MCSHANE, individually

DADE PAPER & BAG CO.

By: 
Name: FRANK SANSONE
Title: COO

[Signature page to Bill of Sale and Assignment]