TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM472198

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Response Packaging, LLC			Limited Liability Company: SOUTH CAROLINA

RECEIVING PARTY DATA

Name:	Orbis Corporation		
Street Address:	1055 Corporate Center Drive		
City:	Oconomowoc		
State/Country:	WISCONSIN		
Postal Code:	53066		
Entity Type:	Corporation: WISCONSIN		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	86913010	RESPONSE

CORRESPONDENCE DATA

Fax Number: 4142713552

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.

Email: tm-dept@quarles.com Hillary J. Wucherer **Correspondent Name:**

Quarles & Brady LLP - ATTN IP Docket Address Line 1: Address Line 2: 411 E. Wisconsin Ave., Suite 2350 Address Line 4: Milwaukee, WISCONSIN 53202-4426

ATTORNEY DOCKET NUMBER:	720886.00034	
NAME OF SUBMITTER:	Hillary J. Wucherer	
SIGNATURE:	/Hillary J. Wucherer/	
DATE SIGNED:	05/02/2018	

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "<u>Agreement</u>") is entered into as of March 30, 2018, by and between **ORBIS Corporation**, a Wisconsin corporation ("<u>Assignee</u>"), and **Response Packaging, LLC**, a South Carolina limited liability company ("<u>Assignor</u>"). Capitalized terms used herein and not defined shall have the meanings given to them in the Purchase Agreement (as defined below).

RECITALS:

- (a) Assignor and Assignee, among other parties, have entered into an Asset Purchase Agreement of even date herewith ("<u>Purchase Agreement</u>") relating to the acquisition by Assignee of substantially all of the assets of Assignor and the other Sellers, including the trademark application listed on <u>Exhibit 1</u> hereto ("<u>Trademark</u>").
- (b) This Agreement is being executed pursuant to the Purchase Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the Recitals set forth above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- Assignor hereby irrevocably sells, transfers, assigns and conveys to Assignee, free and clear of any and all Liens except Permitted Liens, all of Assignor's right, title and interest in and to the Trademark, including, without limitation, (i) the goodwill associated with the Trademark, (ii) all common law rights associated with the Trademark, and (iii) the resulting rights to recover damages and profits for past, present or future infringements or unauthorized use thereof, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.
- 2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of the Trademark.
- 3. Assignor hereby authorizes and requests any agency having jurisdiction over the ownership of the Trademark to record Assignee as the owner of the Trademark.
- 4. Assignor further agrees that should additional documentation of the assignment or further acts be required to protect, secure, vest and record good title to the Trademark in Assignee, Assignor will, without further consideration, promptly provide or execute such other documents or take such further acts as may be reasonably necessary upon Assignee's reasonable request, including reasonable cooperation and assistance in the prosecution or defense of any proceeding that may arise in connection with any of the rights assigned hereby. In the event that Assignor is unable for any reason whatsoever to secure the necessary signatures to any document Assignee is required to execute pursuant to the foregoing, Assignor hereby irrevocably designates and appoints

Assignee and its duly authorized officers and agents power of attorney to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. This power of attorney will be deemed coupled with an interest and will be irrevocable.

- 5. The Trademark is being transferred by Assignor to Assignee, and assumed by Assignee, pursuant to the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.
- 6. This Agreement shall be governed by and construed under and in accordance with the internal laws of the State of Delaware, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.
- 7. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Each of the parties to this Agreement agrees that a signature affixed to a counterpart of this Agreement and delivered by facsimile or other electronic transmission by any Person is intended to be its, his or her signature and shall be valid, binding and enforceable against such Person.

[Signature Page to Follow]

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Agreement to be executed as of the date first written above. ASSIGNOR: ASSIGNEE: Response Packaging, LLC **ORBIS** Corporation By:__ Brett Kraeling, President

Thomas M. Rettler, Vice President

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment

[Signature Page to Trademark Assignment Agreement]

EXHIBIT 1

Mark	App. Number	Status	Goods and Services	Owner
A	App 86913010	Pending (Allowed)	INT. CL. 6 CUSTOMIZED PACKAGING	RESPONSE PACKAGING, LLC
RESPONSE		Intent to Use	CONTAINERS FOR BULK PRODUCT	SOUTH CAROLINA LIMITED
		Filed: 19-FEB-2016	TRANSPORTATION IN THE NATURE OF	LIABILITY CO.
V		Published: 15-AUG-2017	CONTAINERS OF METAL FOR TRANSPORT	7112 AUGUSTA ROAD
			INT. CL. 20 CUSTOMIZED PACKAGING	PIEDMONT, SOUTH CAROLINA,
			CONTAINERS FOR BULK PRODUCT	29673
			TRANSPORTATION IN THE NATURE OF	
			CONTAINERS FOR TRANSPORT, NOT OF METAL	
			INT. CL. 35 PRODUCT PACKAGING AND	
			TRANSPORTATION CONSULTATION SERVICES	
			IN THE NATURE OF BUSINESS MANAGEMENT	
			CONSULTATION IN THE FIELDS OF DESIGN OF	
			PRODUCT PACKAGING AND TRANSPORTATION	
			LOGISTICS	

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RECORDED: 05/02/2018