

900449909 05/08/2018

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM473148

<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>
<del>Hinkle Manufacturing, Inc.</del>		<del>04/27/2018</del>	<del>Corporation: OHIO</del>
Hinkle Manufacturing, LLC		04/27/2018	Corporation: OHIO <small>Limited Liability Company</small>
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Orbis Corporation		
<b>Street Address:</b>	1055 Corporate Center Drive		
<b>City:</b>	Oconomowoc		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53066		
<b>Entity Type:</b>	Corporation: WISCONSIN		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	74008206	FLOAT STACK	
<b>Serial Number:</b>	74008201	FLOAT STACK	
<b>Serial Number:</b>	74480550	CP	
<b>Serial Number:</b>	74479485	PAK-TUBE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4142713552		
<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>	4142775000		
<b>Email:</b>	patents@quarles.com,angela.schulz@quarles.com		
<b>Correspondent Name:</b>	QUARLES & BRADY LLP		
<b>Address Line 1:</b>	411 E. WISCONSIN AVENUE		
<b>Address Line 2:</b>	SUITE 2400		
<b>Address Line 4:</b>	MILWAUKEE, WISCONSIN 53202		
<b>ATTORNEY DOCKET NUMBER:</b>	720886.00145		
<b>NAME OF SUBMITTER:</b>	Angela N. Schulz		
<b>SIGNATURE:</b>	/Angela N. Schulz/		
<b>DATE SIGNED:</b>	05/08/2018		

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**Total Attachments: 5**

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## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is entered into as of May 1, 2018, by and among **ORBIS Corporation**, a Wisconsin corporation ("Assignee"); **Hinkle Manufacturing, Inc.**, an Ohio corporation ("HMI"); and **Hinkle Manufacturing, LLC**, an Ohio limited liability company ("HM LLC" and, together with HMI, "Assignor").

### RECITALS:

- (a) Assignor and Assignee, among other parties, have entered into an Asset Purchase Agreement dated April 27, 2018 (the "Purchase Agreement") relating to the acquisition by Assignee of substantially all of the assets of Assignor, including the trademarks listed on Schedule 1 hereto (the "Trademarks").
- (b) This Assignment is being executed pursuant to the Purchase Agreement, and capitalized terms used and not defined herein shall have the meanings given to them in 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:

1. 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 Trademarks, including, without limitation, (i) the goodwill associated with the Trademarks, (ii) all common law rights associated with the Trademarks, 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 Trademarks.

3. Assignor hereby authorizes and requests any agency having jurisdiction over the ownership of the Trademarks to record Assignee as the owner of the Trademarks.

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 Trademarks 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 Assignee is unable for any reason whatsoever to secure the necessary signatures to any document Assignor 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 Trademarks are 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 Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

6. This Assignment 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.

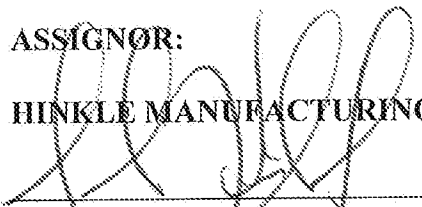
7. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Each of the parties to this Assignment agrees that a signature affixed to a counterpart of this Assignment and delivered by facsimile or 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]*


IN WITNESS WHEREOF, the parties have caused this Assignment of Trademarks to be executed as of the date first written above.

**ASSIGNOR:**

**HINKLE MANUFACTURING, INC.**

  
\_\_\_\_\_  
Taber H. Hinkle, President

**HINKLE MANUFACTURING, LLC**

  
\_\_\_\_\_  
Taber H. Hinkle, President

**ASSIGNEE:**

**ORBIS CORPORATION**

\_\_\_\_\_  
Mark P. Fogarty, Vice President

*[Signature Page to Assignment of Trademarks]*

**TRADEMARK**  
**REEL: 006387 FRAME: 0871**

IN WITNESS WHEREOF, the parties have caused this Assignment of Trademarks to be executed as of the date first written above.

**ASSIGNOR:**

**HINKLE MANUFACTURING, INC.**


\_\_\_\_\_  
Taber H. Hinkle, President

**HINKLE MANUFACTURING, LLC**

\_\_\_\_\_  
Taber H. Hinkle, President

**ASSIGNEE:**

**ORBIS CORPORATION**

  
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Mark P. Fogarty, Vice President

*[Signature Page to Assignment of Trademarks]*

**TRADEMARK**  
**REEL: 006387 FRAME: 0872**

SCHEDULE 1

<b>Serial Number</b>	<b>Title</b>	<b>Filing Date</b>	<b>Class</b>
74008206	FLOAT STACK	12/4/89	IC 017, US 035
74008201	FLOAT STACK	12/4/89	IC 017, US 035
74480550	CP	1/19/94	IC 017, US 001
74479485	PAK-TUBE	1/18/94	IC 017, US 001, 005, 012, 013, 035, 050