

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497579

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PLASTIC PROFESSIONALS, INC.		10/31/2018	Corporation:
CONNECT-A-DOCK INC.		10/31/2018	Corporation:
RECEIVING PARTY DATA			
Name:	ELKHART PLASTICS OF IOWA INC		
Street Address:	3300 N KENMORE ST		
City:	SOUTH BEND		
State/Country:	INDIANA		
Postal Code:	46628		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2350308	CONNECT-A-DOCK	
Registration Number:	2942604	CONNECT-TO-LIFE	
Registration Number:	2929377	MAKE A CONNECTION TO LIFE	
Registration Number:	3173989	DANDYDOCK	
Registration Number:	4346157	DANDYDOCK2XL	
Registration Number:	5466364	YAKPORT	
Registration Number:	2739263	THE PLASTIC PROFESSIONALS	
CORRESPONDENCE DATA			
Fax Number:	5742947284		
<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:	574-294-7491		
Email:	mschramm@warrickandboyn.com		
Correspondent Name:	Matthew W. Schramm		
Address Line 1:	121 W Franklin St		
Address Line 2:	Suite 400		
Address Line 4:	Elkhart, INDIANA 46516		
NAME OF SUBMITTER:	Matthew w. schramm		

OP \$190.00 2350308

SIGNATURE:	/s/Matthew W. Schramm
DATE SIGNED:	11/09/2018
Total Attachments: 5 source=20181108160718#page1.tif source=20181108160718#page2.tif source=20181108160718#page3.tif source=20181108160718#page4.tif source=20181108160718#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made effective as of October 31, 2018, by and among (i) PLASTIC PROFESSIONALS INC. ("PPI") and CONNECT-A-DOCK INC. ("CAD"), and together with PPI the "Assignors"), each an Iowa corporation and (ii) ELKHART PLASTICS OF IOWA, INC., an Indiana corporation ("Assignee"). Assignors and Assignee are sometimes referred to herein collectively as the "Parties". Capitalized terms used, but not otherwise defined herein, shall have the meaning ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, the Assignors, the Assignee and Hank Too, LLC, an Indiana limited liability company, are parties to that certain Asset Purchase Agreement, dated as of September 24, 2018 (the "Purchase Agreement"), pursuant to which, and subject to the terms and conditions set forth therein, the Assignors have agreed to, among other things, sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase and acquire from the Assignors, all of the Assignors' right, title and interest in and to, the trademarks set forth on Schedule A (the "Trademarks"), in each case free and clear of any and all Liens (other than Permitted Liens).

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and Assignee hereby agree as follows:

1. Assignment of Owned Proprietary Rights. On the terms and subject to the conditions of the Purchase Agreement, the Assignors hereby sell, assign, transfer, convey and deliver to Assignee, and Assignee hereby purchases and acquires from the Assignors, all of the Assignors' right, title and interest in and to the Trademarks along with all associated goodwill, income, royalties, damages and payments accrued, due or payable to the Trademarks as of the Closing or thereafter (including damages and payments for past, present or future infringements or misappropriations thereof or other conflicts therewith), all rights to sue and recover for past, present or future infringements or misappropriations of, or other conflicts with such Trademarks, and any and all corresponding rights that, now or hereafter, may be secured throughout the world, free and clear of all Liens (other than Permitted Liens).

2. Recordation and Further Actions. The Assignors hereby request the Commissioner for Trademarks at the U.S. Patent and Trademark Office, as well as its counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Trademarks (the "Commissioners"), to record this Assignment upon request of Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignors shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, or assignments, as may be required by the Commissioners or as necessary to effect, evidence, or perfect the assignment of the Owned Proprietary Rights to Assignee, or any assignee or successor thereto.

3. Purchase Agreement. THIS ASSIGNMENT IS SUBJECT TO THE PROVISIONS, LIMITATIONS AND REMEDIES CONTAINED IN THE PURCHASE AGREEMENT AND ITS SOLE EFFECT IS TO ACCOMPLISH THE TRANSFERS PROVIDED IN THE

PURCHASE AGREEMENT, AND DOES NOT, NOR SHALL IT BE DEEMED TO, SUPERSEDE, SUPPLANT, EXTINGUISH, MERGE OR EXPAND ANY OF THE REPRESENTATIONS, WARRANTIES, INDEMNITIES OR LIMITATIONS CONTAINED IN THE PURCHASE AGREEMENT OR CREATE ANY LIABILITIES OR OBLIGATIONS SEPARATE FROM OR IN ADDITION TO THE PURCHASE AGREEMENT.

4. Order of Precedence. 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.

5. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of Assignors and Assignee and their respective successors and assigns. Any provision of this Assignment may be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may be given, only with the written agreement of Assignee and Assignors.

6. Applicable Law. This Assignment is governed and shall be construed under the laws of the State of Iowa without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Indiana or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Iowa.

7. Counterparts. This Assignment may be executed in counterparts (including by means of facsimile or electronic delivery in portable document format), each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

ASSIGNORS

ASSIGNEE

PLASTIC PROFESSIONALS INC.

ELKHART PLASTICS OF IOWA, INC.

By: _____

BY: Jack Weber

Print: _____

Print: Jack Weber

Its: _____

Its: President

CONNECT-A-DOCK INC.

By: _____

Print: _____

Its: _____

[Signature Page to Trademarks Assignment Agreement]


IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

ASSIGNORS

ASSIGNEE

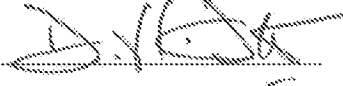
PLASTIC PROFESSIONALS INC.

ELKHART PLASTICS OF IOWA, INC.

By: 
Print: DAVID W. FITCH
Its: VP/CFO

BY: _____
Print: _____
Its: _____

CONNECT-A-DOCK INC.

By: 
Print: DAVID W. FITCH
Its: VP/CFO

{Signature Page to Trademarks Assignment Agreement}

Schedule A

Trademarks

U.S. TRADEMARKS / SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	DATE OF REGISTRATION
Connect-A-Dock / 75/777,910	8/17/1999	2,350,308	5/16/2000
Connect-To-Life / 76/477,580	12/23/2002	2,942,604	4/19/2005
Make A Connection To Life / 76/504,547	4/7/2003	2,929,377	3/1/2005
Dandy Dock / 78/784,507	1/4/2006	3,173,989	11/21/2006
Dandy Dock 2XL / 85/738,044	9/25/2012	4,346,157	6/4/2013
Yakport / 87/570,756	8/16/2017	5,466,364	5/8/2018

CANADIAN TRADEMARKS / SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	DATE OF REGISTRATION
Connect-A-Dock (App #1176609)	4/30/2003	621,900	10/6/2004

UK TRADEMARKS / SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	DATE OF REGISTRATION
Connect-A-Dock (App # 003131943)			

U.S. SERVICEMARKS / SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	DATE OF REGISTRATION
The Plastic Professionals / 76/374,195	2/25/2002	2,739,263	7/15/2003