

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507357

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CONSERVACUBE LLC		01/23/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Primary Packaging Incorporated		
Street Address:	10810 Industrial Pkwy, NW		
City:	Bolivar		
State/Country:	OHIO		
Postal Code:	44612		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4809398	FLEXIPAIL	
Registration Number:	3461274		
Registration Number:	4689964	CONSERVACUBE	
Registration Number:	3350925	SMARTCUBE	
Registration Number:	4689968	CONSERVACUBE	
CORRESPONDENCE DATA			
Fax Number:	2165925009		
<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:	216-696-3898		
Email:	trademarks@tuckerellis.com		
Correspondent Name:	Michael Craig C/O-Tucker Ellis LLP		
Address Line 1:	950 MAIN AVENUE		
Address Line 2:	Suite 1100		
Address Line 4:	Cleveland, OHIO 44113		
ATTORNEY DOCKET NUMBER:	015497-000001		
NAME OF SUBMITTER:	Michael G. Craig		
SIGNATURE:	/Michael G. Craig/		
DATE SIGNED:	01/25/2019		

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Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("**Assignment**"), effective as of 2/3/2019 day of February 2019 ("Effective Date"), is made by and between ConservaCube, LLC ("**Assignor**"), an Ohio limited liability company, located at 1162A Holiday Drive, Kent, Ohio 44240 and Primary Packaging Incorporated ("**Assignee**"), an Ohio corporation located at 10810 Industrial Pkwy, NW, Bolivar, Ohio 44612.

WHEREAS, Assignor desires to sell, convey, transfer and assign certain intellectual property rights and assets pursuant to an Asset Purchase Agreement dated January 1, 2019 to Assignee, described herein; and,

WHEREAS, Assignee desires to obtain ownership of and receive from Assignor, such intellectual property rights and assets.

NOW THEREFORE, Assignor and Assignee agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark rights set forth on Exhibit A attached hereto and all common law trademark rights, issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) the patent rights set forth on Exhibit B attached hereto and all the inventions disclosed or claimed therein, and any improvements thereon, and any applications or patents claiming priority thereto or therefrom, including all applications therefor in the United States or any foreign country (the "**Assigned Patents**");

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor 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, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Assignor shall sign all papers, make all rightful oaths, and assist Assignee in the filing, prosecution or defense of any action or proceeding relating to or arising from any of the Assigned Patents. Assignor shall cooperate with Assignee in executing any further documents necessary to effect and record the transfer of rights under this Assignment, including signing confirmatory assignments in a form suitable for recording.

4. Assignor represents and warrants to the Assignee that (i) Assignor has the power and authority to execute and deliver this Assignment and thereby and to perform its obligations hereunder, (ii) the execution and delivery of this Assignment and the performance by Assignor of its obligations hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of the Assignor; and (iii) Assignor has good, valid and marketable title to all of the assets described herein, free and clear of all encumbrances.

5. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

6. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Intellectual Property Assignment Agreement as of the Effective Date first written above.

Assignor:

ConservaCube LLC.

By: Mark Martinez
Name: MARK MARTINEZ
Title: MANAGER

State of Ohio)
County of Tuscarawas) SS:

On this 23rd day of January, 2019, before me personally appeared Mark Martinez, of ConservaCube LLC, personally known, and known to me to be the person(s) who signed the foregoing Assignment Agreement, and acknowledge the signing of same as his/her free act and deed.

Gregory N. Hower Notary Public (Print Name) Gregory N. Hower Signature 1/23/2019 Date



GREGORY N. HOWER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Summit County
My Comm. Exp. 3/7/2022

Assignee:

Primary Packaging Inc.
By: Jeff Thomas
Name: JEFF THOMAS
Title: PRESIDENT

State of Ohio)
County of Tuscarawas) SS:

On this 23rd day of January, 2019, before me personally appeared Jeff Thomas, of Primary Packaging Inc, personally known, and known to me to be the person(s) who signed the foregoing Assignment Agreement, and acknowledge the signing of same as his/her free act and deed.

Gregory N. Hower Notary Public (Print Name) Gregory N. Hower Signature 1/23/2019 Date



GREGORY N. HOWER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Summit County
My Comm. Exp. 3/7/2022

EXHIBIT A

Assigned Trademarks

Mark	Jurisdiction	Registration Number	Registration Date
FLEXIPAIL	Ohio	4809398	Sep 8, 2015
CUBE DESIGN	Ohio	3461274	Jul 8, 2008
CONSERVACUBE	Ohio	4689964	Feb 17, 2015
SMARTCUBE	Ohio	3350925	Dec 11, 2007
CONSERVACUBE LOGO	Ohio	4689968	Feb 17, 2015