

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514710

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CUBE PACKAGING SOLUTIONS INC.		03/01/2019	Corporation:
RECEIVING PARTY DATA			
Name:	CUBE PACK LTD.		
Street Address:	874 Walker Road, Suite C		
City:	Dover		
State/Country:	DELAWARE		
Postal Code:	19904		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88181648	CUBEWARE RE-USABLES	
CORRESPONDENCE DATA			
Fax Number:	4162257112		
<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:	416-250-2777 ext.228		
Email:	tkulish@sthilaw.com		
Correspondent Name:	Taras Kulish		
Address Line 1:	5255 Yonge Street suite 1100		
Address Line 4:	Toronto, CANADA M2N 6P4		
ATTORNEY DOCKET NUMBER:	1900157		
NAME OF SUBMITTER:	Taras Kulish		
SIGNATURE:	/Taras Kulish/		
DATE SIGNED:	03/18/2019		
Total Attachments: 9			
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LICENSE AGREEMENT

THIS AGREEMENT made as of the 1st day of March, 2019;

BETWEEN:

CUBE PACKAGING SOLUTIONS INC.
a corporation incorporated pursuant to the laws of
the Province of Ontario
(hereinafter the "Licensor"),

- and -

CUBE PACK LTD.
a corporation incorporated pursuant to the laws of
the state of Delaware
(hereinafter the "Licensee"),

WHEREAS the Licensor owns all rights to licence the trade-mark, CuBEware RE-USABLES (the "Trade Mark") and furthermore has the right to licence other trade-marks used in conjunction with the Trade Mark (the "Associated Trademarks"), particulars of which are all set forth in **Schedule "A"** (the Trade Mark and the Associated Trademarks are collectively referred to as the "Trade Marks");

AND WHEREAS the Licensee desires to acquire a license ("License") which entitles the Licensee to use the Trade Marks with respect to the distribution of plastic food container packaging;

IN CONSIDERATION of their mutual covenants the parties agree as follows:

ARTICLE ONE - INTERPRETATION

1.01 Definitions

In this Agreement, "Agreement" means this agreement and all written schedules and amendments thereto made as between the parties herein;

1.02 Sections and Headings

The insertion of sections and headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

ARTICLE TWO - GRANT OF LICENSE

2.01 Grant of License

In consideration of an up-front fee of Ten Dollars (\$10.00) payable by the Licensee to the Licensor, the Licensor grants the non-exclusive license to the Licensee to use the Trade Marks in relation to the distribution in the United States of the Licensor's plastic food container packaging by the Licensee.

2.02 Territory

The Licensee shall be permitted to distribute plastic food container packaging of the Licensor using the Trade Marks in the United States of America (the "Territory").

ARTICLE THREE - CONDUCT OF LICENSEE

3.01 Conduct of Licensee

The Licensee shall conduct its business in a sound commercial manner and in accord with all applicable statutes, by-laws and regulations and pursuant to the License granted hereunder and in accord with all the terms of this Agreement. The Licensor as Licensor shall be under no obligation to assist the Licensee in the conduct of its business.

ARTICLE FOUR - TERM

4.01 Term of Agreement

This Agreement shall commence on the date first noted herein and shall be for a term of one (1) year (the "Term"), expiring February 28, 2020.

4.02 Renewal of Agreement

This Agreement shall be automatically renewed at the expiration of the Term unless terminated by the Licensor in writing giving thirty (30) days notice.

ARTICLE FIVE - INSPECTION AND PROPRIETARY RIGHTS

5.01 Inspection by Licensor

The Licensor shall have the right, at all times, to inspect the books and records of the Licensee listed to ensure the Licensee's compliance with the provisions of this Agreement.

5.02 Ownership of Proprietary Rights

The Licensee shall not at any time do or allow to be done any act or thing which will in any way impair the Licensor's interest in its proprietary rights in the Trade Marks (the "Proprietary Rights"). It is understood that the Licensee shall not acquire and/or claim any right or title to the Proprietary Rights, trade names or trademarks of the Licensor adverse to the Licensor by virtue of the License granted to the Licensee or the Licensee's use of the Proprietary Rights, business names, trade names and/or trademarks of the Licensor.

5.03 Reputation and Good Will of Licensor

The Licensee and Licensor shall use their best efforts to maintain the reputation and good will associated with the Licensor's Trade Marks.

5.04 Indemnification

The Licensee hereby indemnifies and holds the Licensor and its officers, directors, shareholders, employees and agents harmless from any and all claims, causes of action, expenses, fines, penalties of any nature whatsoever, including solicitors' fees and court costs, from the operation of the business of distribution of plastic food container packaging using the Trade Marks.

ARTICLE SIX - ASSIGNMENTS OF SUBLICENSING

6.01 Limitations on Assignments and Sublicensing

The Licensee may not assign or transfer any interest in this License or Agreement without the prior written consent of the Licensor, which consent may be unreasonably withheld.

ARTICLE EIGHT - DEFAULT AND TERMINATION

7.01 Time of Default

- (a) In the event of any breach of or default under any provisions of this Agreement, which breach or default is not cured within seven (7) days of receipt of written notice setting out the details of the breach, the non-defaulting party shall have all rights and remedies afforded by law, all of which shall be cumulative and not exclusive, and shall have the further right to terminate this Agreement. In the event of such termination by the Licensor, all rights of the Licensee or its successors or assigns hereunder shall terminate fifteen (15) days after receipt of written notice of termination, without further notice from the Licensor.
- (b) In the event of and upon the termination of this Agreement, the Licensee shall cease to use the Trade Marks and shall cease to distribute plastic food container packaging using the Trade Marks. If necessary, the Licensee consents to the imposition of injunctive relief restricting the Licensee's use of the Trade Marks and requiring the Licensee to immediately turn over all material bearing the Trade Marks (the "Licensed Material") to the Licensor or its duly authorized agent. The Licensee agrees to pay all costs incurred by the Licensor to recover the said Licensed Material. The foregoing remedies shall be in addition to, and not to the exclusion of any and all other remedies to which the Licensor shall be entitled at law or in equity.

7.02 Termination for Non-Payment

In the event of a failure of the Licensee to make any payment required under this Agreement within ten (10) days said payment is due, the Licensor may take any action provided by law to collect on the sum due, which sum shall bear interest at eighteen percent (18%) per annum from the due date. The Licensor may also terminate this Agreement, and all such rights and remedies shall be cumulative and non exclusive.

7.03 Other Events of Default

In addition to the other provisions of this Agreement, the following acts constitute an act of default under this Agreement:

- (a) The Licensee ceases distribution of plastic food container packaging using the Trade Marks for six (6) consecutive months for any reason, other than by reason of an occurrence which is beyond the control of the Licensee or its general manager;
- (b) the dissolution or bankruptcy of the Licensee or the making by the Licensee of an assignment under the provisions of the United States Bankruptcy Code.

7.04 Non-Disclosure and Non-Competition

The Licensee recognizes the Licensor's interest in the intellectual property and Proprietary Rights of the Licensor and the Licensee agrees that it will not disclose to any person, firm or concern any of the processes, methods, systems, techniques, devices or applications of the Licensor using the Trade Marks at any time and will not utilize such for its own benefit or gain through marketing or sale the same other than in accordance with the provisions of this Agreement. In case of a breach under this Article, the Licensor shall be entitled to injunctive relief as provided for in Article 7.01 (b) herein.

ARTICLE EIGHT - MISCELLANEOUS

8.01 Waiver

No waiver of any breach or default of this Agreement by any party hereto shall be considered to be a waiver of any other breach or default of this Agreement.

8.02 Modification

This Agreement may not be amended or modified except by a writing signed by each of the parties hereto.

8.03 Binding Effect

This Agreement shall enure to the benefit of each of the Licensor and to the Licensee and shall be binding upon each of these parties and their respective heirs, successors and assigns.

8.04 Severability

If any provision of the Agreement is found to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to that provision and all other provisions of the Agreement shall continue in full force and effect.

8.05 Relationship of the Parties

For purposes of this Agreement only, the parties acknowledge that the relationship between the parties is solely that of Licensor-Licensee. This Agreement and the rights and obligations of the parties hereto are not and shall not be deemed to constitute the relationship of joint venturers, partners, franchisor-franchisee, employee-employer or principal and agent.

8.06 Notices

Any communication to be given in connection with this Agreement shall be in writing and may be by personal delivery or by registered mail addressed to the recipient as follows:

To CuBE Packaging Solutions Inc. at:

200 Industrial Parkway North
Aurora, ON
L4G 4C3

and to the Licensee at:

P.O. Box 2947
Plattsburgh, New York
12901

or to any other address or individual that one party may designate to the others. Any communication given by personal delivery shall be deemed to have been given on the day of actual delivery and, if given by registered mail, on the second business day following the deposit in the mail. If the party giving any communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of the mail, any such communication shall not be mailed but shall be given by personal delivery.

8.07 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable laws of Canada.

8.08 Independent Representation

The Licensee acknowledges that Steinberg Title Hope & Israel LLP, Barristers and Solicitors, 5255 Yonge Street, Suite 1100, Toronto, Ontario, M2N 6P4, have been requested to act solely for the Licensor in the preparation of this Agreement and that the Licensee has obtained or has had the opportunity to obtain independent legal advice concerning the terms of this Agreement.

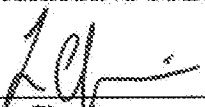
8.09 Counterparts

This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered to all of the parties shall be deemed to be and shall be read as a single agreement among the parties. In addition, execution of this Agreement by any of the parties may be evidenced by way of a fax or email copy (which signature may be by separate counterpart), and such faxed or emailed signature, shall be deemed to constitute the original signature of such party to this Agreement.

[Remainder of Page Left Blank; Signature Page to Follow]

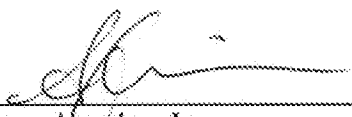
Signed at Amherst, on the 11 day of March, 2019

CUBE PACKAGING SOLUTIONS INC.

Per:  c/s
Name: Len Chopin
I have authority to bind the Corporation

Signed at Amherst, on the 8 day of March, 2019

**The Licensee:
CUBE PACK LTD.**

Per:  c/s
Name: Souren Aghajian, Jr.
I have authority to bind the Corporation

SCHEDULE "A"

MARK	REGISTRATION NUMBER	SERIAL NUMBER	OWNER
CuBEware RE-USABLES (USA)	N/A	88181648	CUBE PACKAGING SOLUTIONS INC.

Delaware


Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "CUBE PACK LTD.", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF FEBRUARY, A. D. 2018, AT 3:38 O`CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.




Jeffrey W. Bullock, Secretary of State

6756959 8100
SR# 20180999197

Authentication: 202153506

Date: 02-14-18

You may verify this certificate online at corp.delaware.gov/authver.shtml

TRADEMARK
REEL: 006593 FRAME: 0390

STATE OF DELAWARE
CERTIFICATE OF INCORPORATION
A STOCK CORPORATION
(WITH DIRECTORS LIABILITY)

The undersigned Incorporator hereby certifies as follows:

1. The name of the Corporation is CUBE PACK LTD.

2. The Registered Office of the corporation in the State of Delaware is located at 874 WALKER ROAD, SUITE C (street),
in the City of DOVER, County of KENT
Zip Code 19904. The name of the Registered Agent at such address upon
whom process against this corporation may be served is UNITED CORPORATE SERVICES, INC.

3. The purpose of the corporation is to engage in any lawful act or activity for which
corporations may be organized under the General Corporation Law of Delaware.

4. The total amount of stock this corporation is authorized to issue is
200 shares (number of authorized shares) with a par value of
\$ 0.00 per share.

5. The name and mailing address of the incorporator are as follows:
Name WILLIAM L. OWENS, ESQ.
Mailing Address P.O. BOX 2947
PLATTSBURGH, NEW YORK Zip Code 12901

6. No director shall be personally liable to the Corporation or its stockholders for
monetary damages for any breach of fiduciary duty by such director as a director.
Notwithstanding the foregoing sentence, a director shall be liable to the extent provided by
applicable law, (i) for breach of the director's duty of loyalty to the Corporation or its
stockholders, (ii) for acts or omissions not in good faith or which involve intentional
misconduct or a knowing violation of the law, (iii) pursuant to Section 174 of the Delaware
General Corporation Law or (iv) for any transaction from which the director derived an
improper personal benefit. No amendment to or repeal of this Article Sixth shall apply to
or have any effect on the liability or alleged liability of any director of the Corporation for
or with respect to any acts or omissions of such director occurring prior to such
amendment.

By: 
Incorporator

Name: WILLIAM L. OWENS, ESQ.
Print or Type