

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530864

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HORIZON PLASTICS, INC.		06/14/2019	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	PRIMETAC ACQUISITION, LLC		
Street Address:	223 GATES ROAD, UNIT B		
City:	LITTLE FERRY		
State/Country:	NEW JERSEY		
Postal Code:	07643		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	75464681	SUPERTAC	
Registration Number:	5605726	PRIMETAC	
Registration Number:	5673001	PREMIER	
CORRESPONDENCE DATA			
Fax Number:	2149326499		
<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:	2149326400		
Email:	sshernandez@mcguirewoods.com		
Correspondent Name:	SCOTT RATLIFF		
Address Line 1:	2000 MCKINNEY AVENUE, SUITE 1400		
Address Line 2:	MCGUIREWOODS LLP		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	2077357-0001		
NAME OF SUBMITTER:	Stephanie Hernandez		
SIGNATURE:	/Stephanie Hernandez/		
DATE SIGNED:	07/08/2019		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”), is made effective as of June 14, 2019, by and between Horizon Plastics, Inc., a New Jersey corporation (“**Seller**”), and Primetac Acquisition, LLC, a Delaware limited liability company (“**Buyer**”).

Seller and Buyer are parties to that certain Asset Purchase Agreement, of even date herewith, by and among Seller, Buyer, Peter J. Feniello and Peter A. Feniello (the “**Purchase Agreement**”), pursuant to which, among other things, Seller has agreed to assign to Buyer all of Seller’s rights, title and interests in the Assigned Intellectual Property (defined below). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

In consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby covenant and agree as follows:

1. Seller hereby sells, assigns, transfers and conveys to Buyer all of Seller’s right, title and interest in and to the Intellectual Property owned by Seller, including without limitation the Intellectual Property set forth on Attachment A hereto (collectively, the “**Assigned Intellectual Property**”), the same to be held and enjoyed by Buyer, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of unauthorized use of the Assigned Intellectual Property, along with the right to sue for past violations and collect the same for Buyer’s sole use and enjoyment.

2. Without limiting the foregoing, Seller hereby sells, assigns, transfers and conveys to Buyer all of Seller’s right, title and interest in and to the Assigned Intellectual Property constituting domain names set forth on Attachment B hereto (the “**Assigned Domain Names**”), the same to be held and enjoyed by Buyer, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of unauthorized use of the Assigned Domain Names, along with the right to sue for past violations and collect the same for Buyer’s sole use and enjoyment.

3. Seller shall timely execute, or cause to be executed, any and all papers and/or documents, or take such other actions that may be reasonably necessary to effectuate the assignment and transfer of the Assigned Domain Names. Seller shall release and transfer possession and control of the Assigned Domain Names to Buyer by initiating the transfer with the current registrar of each Assigned Domain Name and performing, following or cooperating with Buyer on all procedures and actions specified by each registrar to effectuate such transfer. Seller hereby authorizes each such registrar to transfer the ownership and control of the Assigned Domain Names to Buyer.

4. Without limiting the foregoing, Seller hereby sells, assigns, transfers and conveys to Buyer all of Seller's right, title and interest in and to the Assigned Intellectual Property constituting trademarks, including without limitation the trademarks set forth on Attachment C hereto (the "**Assigned Trademarks**"), including any common law rights that may exist and are associated therewith, together with the goodwill of the business symbolized thereby appurtenant thereto, if any, the same to be held and enjoyed by Buyer, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of unauthorized use of the Assigned Trademarks, along with the right to sue for past violations and collect the same for Buyer's sole use and enjoyment.

5. Seller does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Assigned Trademarks and title thereto as the property of Buyer, its successors, assigns or legal representatives in accordance with the terms of this instrument.

6. Nothing in this Agreement shall alter any liability or obligation of Seller or Buyer arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the parties with respect to the Assigned Intellectual Property. Buyer acknowledges that Seller makes no representation or warranty with respect to the Assigned Intellectual Property being conveyed hereby except as specifically set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

7. From time to time following the date hereof, Seller shall take such reasonable actions and execute and deliver, or cause to be executed and delivered, to Buyer such other instruments of assignment and transfer as Buyer may reasonably request or as may be otherwise necessary to more effectively assign and transfer to, and vest in, Buyer and put Buyer in possession of, any benefit of the Assigned Intellectual Property. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of Buyer and the successors and assigns of Seller.

8. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Delaware without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

9. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Facsimile and electronic signatures are acceptable and shall be deemed original signatures.

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IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Assignment Agreement as of the date first above written.

SELLER:

HORIZON PLASTICS, INC.

By: _____

Name: Peter J. Fenello

Title: Chief Executive Officer

BUYER:

PRIMETAC ACQUISITION, LLC

By: _____

Name: Carr Preston

Title: Vice President

(Signature Page to Intellectual Property Assignment Agreement -- Primetac)

TRADEMARK
REEL: 006688 FRAME: 0450

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Assignment Agreement as of the date first above written.

SELLER:

HORIZON PLASTICS, INC.

By: _____
Name: Peter J. Feniello
Title: Chief Executive Officer

BUYER:

PRIMETAC ACQUISITION, LLC

By: Patrick Riley
Name: Patrick Riley
Title: Vice President

(Signature Page to Intellectual Property Assignment Agreement – Primetac)

ATTACHMENT A
ASSIGNED INTELLECTUAL PROPERTY

ATTACHMENT B
ASSIGNED DOMAIN NAMES

www.Primetac.com

ATTACHMENT C
ASSIGNED TRADEMARKS

Owner	Name	Status	Filing Date	Serial# / Registration #
Horizon Plastics, Inc.	Supertac	Abandoned	April 8, 1998	75-464,681
Horizon Plastics, Inc.	Primetac	Registered	March 14, 2018	87-834,148 / 5,605,726
Horizon Plastics, Inc.	Premier	Registered	March 14, 2018	87-834,156/ 5,673,001