## 900615770 05/11/2021

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM645822

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900611071

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Infoseal LLC		12/30/2020	Limited Liability Company: VIRGINIA

#### **RECEIVING PARTY DATA**

Name:	Crabar/GBF, Inc.		
Street Address:	2441 Presidential Pkwy.		
City:	Midlothian		
State/Country:	TEXAS		
Postal Code:	ostal Code: 76065		
Entity Type:	Corporation: DELAWARE		

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3998596	SELFLABEL
Registration Number:	2620508	INFOSEAL
Registration Number:	1134110	FAST TAB

### **CORRESPONDENCE DATA**

**Fax Number:** 2148660010

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.

**Phone:** 214-866-0001

**Email:** kthiesse@chalkerflores.com

Correspondent Name: Edwin S. Flores

Address Line 1: c/o Chalker Flores, LLP

Address Line 2: 14951 N. Dallas Parkway, Suite 400

Address Line 4: Dallas, TEXAS 75254

ATTORNEY DOCKET NUMBER:	ENNI:3129, 3130, 3131
NAME OF SUBMITTER:	Karen Thiesse
SIGNATURE:	/KAREN THIESSE/
DATE SIGNED:	05/11/2021

**Total Attachments: 7** 

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### **Intellectual Property Assignment Agreement**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into effective as of December 30, 2020 ("Closing Date"), by and among Crabar/GBF, Inc., a Delaware corporation ("Assignee"), and Infoseal LLC, a Virginia limited liability company ("Assignor").

**WHEREAS**, Assignor is engaged in the business of manufacturing, selling and distributing printed products including pressure seal products, tax forms, integrated identification cards, integrated labels, direct mail, four color printing, pressure seal equipment and related products and associated business operations (the "**Business**");

WHEREAS, Assignor is the owner of all rights, title and interest in and to the following: (1) the patents, patent applications and patent disclosures set forth in the attached <u>Schedule A</u> (the "Patent Rights"); (2) the names, marks, trademarks, service marks, trade names, logo(s), and/or designs set forth in the attached <u>Schedule B</u>, as well as the trademark registrations therefor, in connection with the various goods and services set forth in such registrations and as used at common law, together with the goodwill of the business symbolized thereby (hereinafter, collectively the "Marks");

**WHEREAS**, pursuant to that certain Asset Purchase and Sale Agreement, dated as of December 30, 2020 (the "**Purchase Agreement**"), by and among Assignor, Assignee and the other parties thereto, Assignor agreed to assign or cause to be assigned to Assignee all of Assignor's right, title and interest in and to the Patent Rights and the Marks (collectively, the "**Assigned IP**");

**NOW, THEREFORE**, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, accepted and confirmed, Assignor and Assignee hereby agree as follows:

1. Assignor hereby irrevocably assigns, transfers, grants, sets over, and conveys to Assignee, its successors, assigns, and/or designees, without reservation of any rights, title or interest, Assignors' entire worldwide and universal rights, title and interest that exist today and may exist in the future in and to all of the following: (a) the Assigned IP, including: all rights pursuant to 35 U.S.C. § 154; (b) all patents or patent applications (i) to which any of the foregoing claim priority and/or (ii) for which any of the foregoing forms a basis for priority; (c) any and all continuing, divisional and continuation-in-part applications of any of the foregoing; (d) all requests for continuing examination, substitutions, reissues, extensions, renewals and reexaminations of any of the foregoing; (e) all foreign patents, patent applications and counterparts to any of the foregoing, including certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances; (f) all rights to apply in any country for patents, certification of invention, utility models, industrial design protections, design patent protection or other governmental grants or issuances corresponding to any of the foregoing throughout the world, including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other

convention, treaty, agreement or understanding; (g) all inventions set forth in any of the Assigned IP; (h) the Marks, including, but not limited to, the registrations therefor which are identified in Schedule B attached hereto, together with the goodwill of the business symbolized by such Marks, the same to be held and enjoyed by Assignee, for its own use and enjoyment, and for the use and enjoyment of any of Assignee's successors, assigns, subsidiaries, or other legal representatives, as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including, but not limited to, all common-law rights of Assignor in and/or to the Marks; and (i) all past, present and future claims, demands and/or causes of action (whether currently pending, filed, or otherwise), both at law and in equity, and other enforcement actions (including, without limitation, all rights to damages, injunctive remedies and relief, and other remedies of any kind for past, current and future infringement) and all rights to collect royalties (other than royalties or other payments due under agreements entered into by Assignor and third parties prior to the date of this Assignment), damages and profits, due or accrued, relating to any of the foregoing, including the right to sue and recover for, and the right to profits and damages, due or accrued, arising out of or in connection with, any and all past, present and/or future infringements, dilutions, unfair competition, likelihood of confusion, or any other violation or unlawful act relating to the Assigned IP, if any. The assignment of the Assigned IP also includes all documents related to the conception, diligence and reduction to practice of the inventions disclosed in the Assigned IP and all domestic and international patent filing documents.

- 2. Assignor hereby authorizes and requests the Director of the U.S. Patent and Trademark Office and any official of any other country whose duty it is to issue patents on the applications included in the Patent Rights, to issue all letters patent, patents, certificates of invention, utility models or other governmental grants or issuances for the inventions disclosed therein to Assignee, its successors and assigns, as the assignee to the entire interest therein.
- 3. Assignee hereby accepts the assignment granted to it in Paragraph 1 above.
- 4. Assignor shall provide any further assistance necessary to effect the assignment of all rights, title and interest in and to the Assigned IP to Assignee, including but not limited to, the execution of any further or additional documents and instruments, and take such other actions as may be necessary or reasonably requested by Assignee to document, perfect or record the assignment and transfer to Assignee, enable Assignee to secure, register, maintain, enforce and otherwise fully protect its rights in and to the Assigned IP, or otherwise carry out the intent of the parties as reflected in this Assignment, all without further consideration.
- 5. The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

- 6. The Assigned IP is conveyed subject to any and all licenses, permissions, consents or other rights that may have been granted by Assignor or its predecessor-in-interest with respect thereto prior to the Closing Date as set forth in the Purchase Agreement.
- 7. Each party hereby represents that its undersigned representative is authorized and legally competent to execute this Assignment as a binding and enforceable agreement. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. A facsimile, .pdf or digital signature shall be deemed an original.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives, where applicable, as of the Closing Date.

### **ASSIGNOR:**

INFOSEAL LLC,

a Virginia limited liability company

Name: Andrew Harnett

Its: Member

By: Name: David Harnett

Its: Member

**ASSIGNEE:** 

CRABAR/GBF, INC., a Delaware corporation

Name: Michael D. Magill

Its: Vice President

# **SCHEDULE A**

## **Patent Rights**

Patent No.	<u>Title</u>	Inventors	Status (public records)	Issue Date	<u>Listed</u> <u>Owner</u>
U.S. 6902770	Method of transparentizing paper subtrate and paper assembly with transparentized window	Roger A. Dulin; Robert A. DeMattia; Bryan S. O'Mary; Michael Burris	Patented  • All maintenance fees paid  • Due to expire Jan. 2022	Jun. 7, 2005	Infoseal LLC
U.S. 7219828	Cross folded, pressure sealed multi-page paper assembly and methods of making same	Leo Lombardo	Expired  • 06-22-2015 (non-payment of fee)	May 22, 2007	Infoseal LLC
U.S. 7975904	Intermediate for Z-fold business mailer	David Yost	Expired  • 08-19-2019 (non-payment of fee)	Jul. 12, 2011	Infoseal LLC
U.S. 7980451	Single-ply pressure seal mailer with removable pull tab	David Yost; Andrew Harnett	Expired  • 08-17-2015 (non-payment of fee)	Jul. 19, 2011	Infoseal LLC

# SCHEDULE B

## <u>Marks</u>

Mark/Reg. No./App. No.	Class/Goods/Services	Application Date	Registration Date
SELFLABEL/ Reg. No. 3998596/ Serial No. 77645679	IC 016. US 002 005 022 023 029 037 038 050. G & S: Business forms; blank and printed mailer forms; blank and printed one-piece mailer forms.	January 8, 2009	July 19, 2011
INFOSEAL/ Reg. No. 2620508/ Serial No. 76246399	IC 007. US 013 019 021 023 031 034 035. G & S: Machines for folding, sealing, cutting, and processing business mailers and business forms.	April 25, 2001	September 17, 2002
FAST TAB/ Reg. No. 1134110 / Serial No. 73178806	IC 016. US 037. G & S: PRINTED BUSINESS FORM.	July 19, 1978	April 29, 1980
TRANS-O-GRAM/ Reg. No. 1117255 / Serial No. 73160722	IC 016. US 037. G & S: PRINTED BUSINESS COMMUNICATION FORM.	March 3, 1978	May 1, 1979
QUICK MAILER/ Reg. No. 1100731 / Serial No. 73152517	IC 016. US 037. G & S: CONTINUOUS ENVELOPE MAILER.	December 19, 1977	August 29, 1978

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RECORDED: 04/21/2021