

TRADEMARK ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900731084

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mexico Plastic Company d/b/a Continental Products		11/01/2022	Corporation: MISSOURI

RECEIVING PARTY DATA

Name:	Continental Products LLC
Street Address:	1370 Avenue of the Americas, 22nd Floor
Internal Address:	c/o Ardian North America Fund II GP, LLC
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3005626	ADBAGS
Registration Number:	5747377	ZIP 'N TIE
Registration Number:	6324092	HOME-CYCLE
Registration Number:	2058460	ADBAGS
Registration Number:	1665066	DURATUBE
Registration Number:	1680408	ROUTEMASTER
Serial Number:	86050650	ECO-CYCLE
Serial Number:	73701717	TWINPAK

CORRESPONDENCE DATA

Fax Number: 8585093691

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: 858-720-8900

Email: nhyatt@sheppardmullin.com

Correspondent Name: Theodore Mayer

Address Line 1: Sheppard Mullin Richter & Hampton

Address Line 2: 12275 Camino Real, Suite 100

Address Line 4:	San Diego, CALIFORNIA 92130
ATTORNEY DOCKET NUMBER:	70VT-361605
NAME OF SUBMITTER:	Nicole Hyatt
SIGNATURE:	/Nicole Hyatt/
DATE SIGNED:	12/29/2022
Total Attachments: 7 source=CoverSheet (Previously Submitted with Corrections)#page1.tif source=Project Siesta - Intellectual Property Assignment Agreement (Executed -v2)#page1.tif source=Project Siesta - Intellectual Property Assignment Agreement (Executed -v2)#page2.tif source=Project Siesta - Intellectual Property Assignment Agreement (Executed -v2)#page3.tif source=Project Siesta - Intellectual Property Assignment Agreement (Executed -v2)#page4.tif source=Project Siesta - Intellectual Property Assignment Agreement (Executed -v2)#page5.tif source=Project Siesta - Intellectual Property Assignment Agreement (Executed -v2)#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (together with the schedule(s) attached hereto, this “IP Assignment”) is entered into as of November 1, 2022 (the “Effective Date”) by and among Mexico Plastic Company d/b/a Continental Products, a Missouri corporation (the “Seller”) Continental II, Inc., a Missouri corporation (the “Parent”), Patrick Maguire, Forest D. Cone, Jay Johansen, Wilda Long, Gregory Thad Fisher, Eric Lembke (each, a “Shareholder” and together, the “Shareholders” and together with the Seller and the Parent, the “Assignors” and, each, an “Assignor”) and Continental Products LLC, a Delaware limited liability company (the “Assignee”). Each of the Assignor and the Assignee is sometimes individually referred to in this Agreement as a “Party” and collectively as the “Parties.”

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated November 1, 2022, by and among Assignors and Assignee (the “Purchase Agreement”), Assignors agreed, among other things, to themselves (and cause each of the other Assignors to), assign, transfer, convey, and deliver to Assignee, each Assignor’s entire right, title, and interest in, to and under all of the intangible rights and property of the Seller or its Affiliate(s) relating to the Business, including (A) the Patents, Patent applications, Trademark registrations and applications, Copyright registrations and applications, domain names and other Intellectual Property (including source code for all Proprietary Software comprising such Intellectual Property) relating to the Business, and (B) to the extent used or held for use in the Business by the Seller or its Affiliate(s), all unregistered Copyrights, Trade Secrets, and confidential business information (including formulas, inventions, technical data, customer and supplier data, pricing, and cost information), including all rights thereunder, remedies against infringement and rights to protection of interests therein under the Laws of all applicable jurisdictions including but not limited to, those items of Intellectual Property set forth on **Schedule A** to this IP Assignment (collectively, “Assigned IP”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. All capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.
2. Each Assignor hereby assigns, transfers, conveys, and delivers to Assignee and its successors and assigns, and Assignee hereby acquires and accepts from each Assignor, all of such Assignor’s right, title and interest in, to and under the Assigned IP, together with any and all of the goodwill associated with the Assigned IP.
3. For clarity, the foregoing assignment of the Assigned IP includes: (a) all rights to file for and maintain registrations for the Assigned IP; (b) all rights of action accrued, accruing and to accrue under and by virtue of the Assigned IP; (c) all right to sue or otherwise recover for past, present and future infringement and to receive all damages, payments, costs and fees associated therewith; and (d) any and all goodwill associated with the Assigned IP.
4. Assignors hereby authorize Assignee to request the applicable governmental offices to record Assignee as the assignee and owner of the Seller Owned IP and hereby consent to such recordal.
5. Assignors will, without further consideration, comply with any reasonable request by Assignee, at Assignee’s expense, to undertake any acts or execute and deliver promptly any additional documents and other instruments as may be reasonably necessary or desirable in order to render effective

the consummation of the transactions contemplated by this Assignment and the recordal of Assignee as the assignee and owner of the Seller Owned IP.

6. This IP Assignment may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Assignment by facsimile, email or other electronic transfer shall be effective as delivery of a manually executed counterpart to this IP Assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ASSIGNOR PARTIES:

CONTINENTAL II, INC.

By: Patrick Maguire
Name: Patrick Maguire
Title: President

Patrick Maguire
Patrick Maguire

Wilda Long
Wilda Long

Forest D. Cone
Forest D. Cone

Eric Lembke
Eric Lembke

Jay Johansen
Jay Johansen

Gregory Thad Fisher
Gregory Thad Fisher

**MEXICO PLASTIC COMPANY
D/B/A CONTINENTAL PRODUCTS**

By: Patrick Maguire
Name: Patrick Maguire
Title: President

ASSIGNEE:

CONTINENTAL PRODUCTS LLC

DocuSigned by:

By: _____

Bradley Herbolsheimer

Name: Bradley Herbolsheimer

Title: Chief Executive Officer

Schedule A

Issued US Patents:

- US D835,518 Bag Closure Construction Granted Dec. 11, 2018
- US D863,976 Bag Closure Construction Granted Oct. 22, 2019
- US D926,590 Bag Closure Construction Granted Aug. 3, 2021
- US 7303072 (Lapsed)
- US 7297383 (Lapsed)
- US 4675996 (Lapsed)

Patent Applications:

- US Design Patent application 29/650,427 Ice Bag Currently under appeal
- US Patent application 13/848,861 (abandoned)
- US Provisional Patent application 60/474,803 (expired)
- US Provisional Patent application 60/493,889 (expired)
- US Provisional Patent application 60/455,255 (expired)
- US Provisional Patent application 61/625,897 (expired)

Trademarks:

- ADBAGS Registration Number 3005626
- ZIP 'N TIE Registration Number 5747377
- HOME-CYCLE Registration Number 6324092
- ADBAGS US Registration Number 2058460 (dead)
- DURATUBE US Registration Number 1665066 (dead)
- ROUTEMASTER US Registration Number 1680408 (dead)

Trademark Applications:

- ECO-CYCLE US Application Number 86050650 (dead)
- TWINPAK US Application Number 73701717 (dead)

Copyrights:

- No copyright federal registrations

Domain Names:

- Mexicoplastic.com
- continentalproduct.com
- adbags.com

Common Law Rights/Unregistered Marks

- “Continental Products” name

