

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782666

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Washington Penn Plastic Co., Inc.		01/10/2023	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Audia Plastics Holdings, Inc.		
Street Address:	480 Johnson Road		
City:	Washington		
State/Country:	PENNSYLVANIA		
Postal Code:	15301		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5310390	AUDIA	
Registration Number:	3583691	AUDIA	
Registration Number:	5528973		
CORRESPONDENCE DATA			
Fax Number:	4124714094		
<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:	412-471-8815		
Email:	assignments@webblaw.com		
Correspondent Name:	The Webb Law Firm		
Address Line 1:	420 Ft. Duquesne Boulevard		
Address Line 2:	One Gateway Center - Suite 1200		
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15222		
NAME OF SUBMITTER:	Patricia A. Olosky, Reg. No. 53,411		
SIGNATURE:	/Patricia A. Olosky/		
DATE SIGNED:	01/26/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), effective as of the date signed below by ASSIGNOR, is made by **Washington Penn Plastic Co., Inc.**, a corporation formed under the laws and regulations of the Commonwealth of Pennsylvania, having a place of business at 450 Racetrack Road, Washington, Pennsylvania 15301 (hereinafter "ASSIGNOR"), and **Audia Plastics Holdings, Inc.**, a corporation formed under the laws and regulations of the Commonwealth of Pennsylvania, having a place of business at 480 Johnson Road, Washington, Pennsylvania 15301 (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR owns all right, title and interest in the trademarks listed in the attached Schedule A (hereinafter referred to as the "Marks");

WHEREAS, ASSIGNOR desires to convey, transfer, assign and deliver to Assignee, all right, title and interest in and to all Marks, together with the goodwill of the business symbolized by the Marks, including all associated trademark rights and common law rights, together with all registrations and applications for registration of the Marks, all claims, demands and rights to recovery the ASSIGNOR has or may have for past, present and future infringements, dilution or other violations of such Marks, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery.

WHEREAS, ASSIGNEE desires to acquire all of ASSIGNOR's right, title and interest in the Marks, together with the goodwill of the business symbolized by the Marks, including all associated trademark rights and common law rights, together with all registrations and applications for registration of the Marks, all claims, demands and rights to recovery that ASSIGNOR has or may have for past, present and future infringements, dilution or other violations of such Marks, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery.

NOW, THEREFORE, in exchange for mutual promises and other good and valuable consideration in the amount of \$1.00 US, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR and ASSIGNEE intending to be legally bound, hereby agree as follows:

1. **ASSIGNMENT**. ASSIGNOR hereby conveys, transfers, assigns, grants, and delivers to ASSIGNEE, and ASSIGNEE hereby accepts, ASSIGNOR's entire right, title and interest in and to the Marks, as set forth on the attached **SCHEDULE A**, together with the goodwill of the business symbolized by the Marks, including all associated trademark rights and common law rights, together with all registrations and applications for registration of the Marks, all claims, demands and rights to recovery that ASSIGNOR has or may have for past, present and future infringements, dilution or other violations of such Marks, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery.

2. **OWNERSHIP**. ASSIGNOR represents and warrants that: (a) it is the owner of the entire right, title and interest in and to the Marks; (b) it has the right and authority to assign ownership of the Marks; (c) it has not executed, and will not execute any agreement in conflict herewith.

3. **RECORDATION.** ASSIGNOR authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other empowered governmental official in the United States and in relevant jurisdictions outside the United States to record and register this Assignment.

4. **FURTHER ASSURANCES.** From time to time, as and when requested by any party hereto, each other party shall execute, acknowledge and deliver, or cause to be executed, acknowledged, and delivered, all such other documents and instruments, and shall take, or cause to be taken, all such other actions as are reasonably necessary to vest full title in and to the Marks in ASSIGNEE, and to effectuate the objectives set forth in this Assignment.

5. **AMENDMENTS AND SEVERABILITY.** This Assignment may be amended, supplemented or modified only by a written instrument duly executed by each party hereto. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party under this Assignment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereto, (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar to the terms of such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the parties.

6. **SUCCESSORS AND ASSIGNS.** This Assignment shall be binding upon, inure to the benefit of, and is enforceable by the parties hereto and their respective successors and assigns.

7. **HEADINGS.** Headings herein are provided for the convenience of reference only and shall not be deemed to constitute a part hereof.

8. **COUNTERPARTS.** This Assignment may be executed in counterparts (including executed counterparts delivered and exchanged by facsimile or electronic transmission), each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this instrument to be duly executed by its authorized representative.

[Signature pages follow hereafter]

Schedule A

Mark	Jurisdiction	Application No.	Registration No.	Registration Date
AUDIA	CHINA	24219180	24219180	05/14/2018
AUDIA	CHINA	24219181	24219181	06/14/2018
AUDIA	EUROPEAN UNION	017496761	017496761	03/14/2018
AUDIA	HONG KONG	304141034	304141034	05/16/2017
AUDIA	JAPAN	2017-059887	6043001	05/11/2018
AUDIA	MEXICO	1975625	1861816	03/16/2018
AUDIA	MEXICO	1975626	1861817	03/16/2018
AUDIA	SINGAPORE	40201708508S	40201708508S	05/11/2017
AUDIA	TURKEY	2019/89226	2019/89226	09/20/2019
AUDIA	UNITED KINGDOM	UK00917496761	UK00917496761	03/14/2018
AUDIA	UNITED STATES	87/375,545	5,310,390	10/17/2017
AUDIA and Design	CHINA	24171651	24171651	05/14/2018
AUDIA and Design	CHINA	24171652	24171652	05/14/2018
AUDIA and Design	HONG KONG	304141007	304141007	05/16/2017
AUDIA and Design	JAPAN	2017-059886	6043000	05/11/2018
AUDIA and Design	SINGAPORE	40201707628V	40201707628V	04/28/2017
AUDIA and Design	UNITED STATES	76/594,669	3,583,691	03/03/2009
Miscellaneous Design (Spiral)	CANADA	1,869,311	TMA1,061,535	11/01/2019
Miscellaneous Design (Spiral)	CHINA	28790220	28790220	12/14/2018
Miscellaneous Design (Spiral)	CHINA	28790219	28790219	12/14/2018
Miscellaneous Design (Spiral)	EUROPEAN UNION	017517566	017517566	03/14/2018
Miscellaneous Design (Spiral)	HONG KONG	304362057	304362057	12/08/2017
Miscellaneous Design (Spiral)	MEXICO	1975981	1873102	04/18/2018
Miscellaneous Design (Spiral)	MEXICO	1975982	1861826	03/16/2018
Miscellaneous Design (Spiral)	TURKEY	2019/89242	2019/89242	10/28/2020
Miscellaneous Design (Spiral)	UNITED KINGDOM	UK00917517566	UK00917517566	03/14/2018
Miscellaneous Design (Spiral)	UNITED STATES	87/719,076	5,528,973	07/31/2018