

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM817290

| | | | |
|---|--|---------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Bill of Sale and Assumption Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Thermopatch Corporation | | 03/06/2023 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Avery Dennison Retail Information Services LLC | | |
| Street Address: | 8080 Norton Parkway | | |
| City: | Mentor | | |
| State/Country: | OHIO | | |
| Postal Code: | 44060 | | |
| Entity Type: | Limited Liability Company: NEVADA | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3075731 | DECO-PRINT BY THERMOPATCH | |
| Registration Number: | 3189892 | TEXMARK | |
| Registration Number: | 2879449 | DECO-PRINT | |
| Registration Number: | 1120522 | THERMO-SEAL | |
| Registration Number: | 1117128 | THERMO-SEAL | |
| Registration Number: | 0773673 | THERMO-SEAL | |
| Registration Number: | 0746743 | THERMOPATCH | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | miskowitz@kilpatricktownsend.com | | |
| Correspondent Name: | Mark Iskowitz/Kilpatrick Townsend | | |
| Address Line 1: | 1100 Peachtree Street, Suite 2800 | | |
| Address Line 4: | Atlanta, GEORGIA 30309 | | |
| NAME OF SUBMITTER: | Mark Iskowitz/Kilpatrick Townsend | | |
| SIGNATURE: | /mji/ | | |
| DATE SIGNED: | 06/14/2023 | | |
| Total Attachments: 6 | | | |

OP \$190.00 3075731

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BILL OF SALE AND ASSUMPTION AGREEMENT

This BILL OF SALE AND ASSUMPTION AGREEMENT (this “Bill of Sale”) is entered into and effective as of March 6, 2023, by and between Avery Dennison Retail Information Services LLC, a Nevada limited liability company (“US Purchaser”) and Thermopatch Corporation, a Delaware corporation (“US Seller”). Each of US Purchaser and US Seller may be referred to herein as a “Party” and collectively may be referred to herein as the “Parties.” Capitalized terms used herein and not otherwise defined herein have the meanings given to such terms in the Purchase Agreement (as defined below).

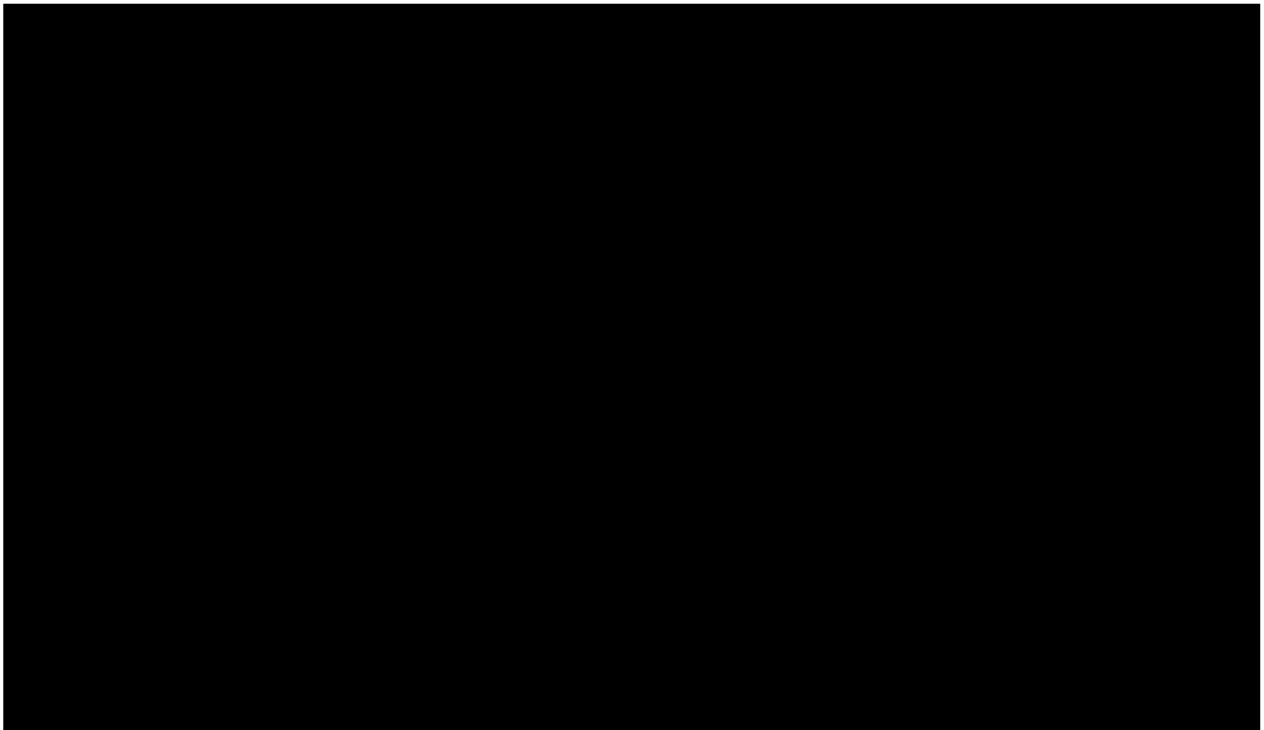
WHEREAS, US Purchaser, US Seller, and the other parties thereto are parties to that certain Purchase and Sale Agreement, dated as of January 13, 2023 (the “Purchase Agreement”); and

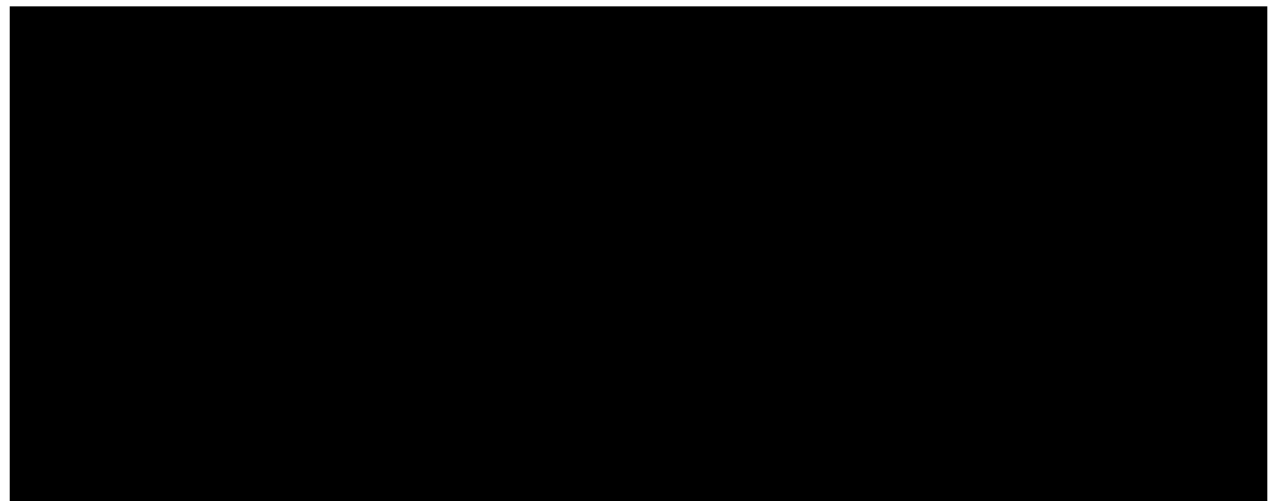
WHEREAS, pursuant to the Purchase Agreement US Seller agreed to sell, convey, assign, transfer and deliver to US Purchaser, and US Purchaser agreed to purchase from US Seller, free and clear of all Lien, except for Permitted Liens, all the Purchased Assets, other than the Excluded Assets.

WHEREAS, the execution and delivery of this Bill of Sale is contemplated by Section 1.04(a)(ix) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration set forth in the Purchase Agreement, the parties hereto hereby agree as follows:

1. Conveyance of Purchased Assets. For true and lawful consideration paid to it by US Purchaser, the sufficiency of which is hereby acknowledged, US Seller hereby sells, assigns, transfers, conveys, contributes and delivers to US Purchaser, and US Purchaser hereby purchases, acquires and accepts from US Seller, free and clear of all Liens except for Permitted Liens, all of the Purchased Assets; provided that, except as set forth in the Purchase Agreement, US Purchaser will not purchase or acquire or have any interest or rights with respect to any Excluded Assets.





8. Severability of Provisions. Any term or provision of this Bill of Sale that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions of this Bill of Sale or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision of this Bill of Sale is invalid or unenforceable, the parties agree that the body making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Bill of Sale shall be enforceable as so modified.

9. Amendments. No amendment of any provision of this Bill of Sale shall be valid unless the same shall be in writing and signed by all of the parties.


10. Counterparts. This Bill of Sale may be executed in two or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute one and the same agreement. The exchange of a fully executed Bill of Sale (in counterparts or otherwise) by electronic transmission or .pdf format shall be sufficient to bind the parties to the terms of this Bill of Sale.

[Signature page follows]

The parties hereto have caused this Bill of Sale to be duly executed as of the date first above written.

US PURCHASER

EVERY DENNISON RETAIL INFORMATION SERVICES
LLC

By: 
Name: Ignacio Walker
Title: President

US SELLER

THERMOPATCH CORPORATION

By: _____
Name:
Title:

[Signature Page to Bill of Sale]

The parties hereto have caused this Bill of Sale to be duly executed as of the date first above written.

US PURCHASER

AVERY DENNISON RETAIL INFORMATION SERVICES
LLC

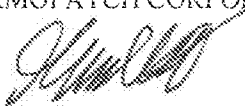
By: _____

Name:

Title:

US SELLER

THERMOPATCH CORPORATION

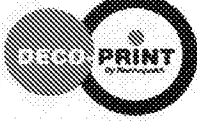
By:  _____

Name: Thomas H. DePuit

Title: President

[Signature Page to Bill of Sale]

Schedule of Marks

| Mark | Country | Reg. No. |
|--|----------------|-----------------|
| DECO-PRINT BY THERMOPATCH  | USA | 3075731 |
| TEXMARK | USA | 3189892 |
| DECO-PRINT | USA | 2879449 |
| THERMO-SEAL | USA | 1120522 |
| THERMO-SEAL | USA | 1117128 |
| THERMO-SEAL | USA | 0773673 |
| THERMOPATCH | USA | 0746743 |
| THERMOPATCH | Canada | TMA132693 |