

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM869685

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900827464		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PCE, Inc.		01/11/2024	Corporation: NEBRASKA
RECEIVING PARTY DATA			
Name:	Apex Plastics, LLC		
Street Address:	1 East Wacker Drive		
Internal Address:	Suite 2900		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3229430	OPTION PAK	
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>			
Phone:	14155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Becky L. Troutman, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/mp		
DATE SIGNED:	01/19/2024		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (“Intellectual Property Assignment”), effective as of January 11, 2024 (“Effective Date”), is between Apex Plastics, LLC, a Delaware limited liability company (“Assignee”), and PCE, Inc., a Nebraska corporation (“Assignor”).

A. Pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (as it may be amended, restated or otherwise modified from time to time, the “Purchase Agreement”), by and among Assignor and Assignee, providing, subject to the terms and conditions forth therein, Assignor shall assign, convey, transfer, and deliver to Assignee, and Assignee shall purchase from Assignor, all of Assignor’s right, title and interest in and to the Acquired Assets, including the Apex Intellectual Property.

B. Pursuant to the Purchase Agreement, the execution and delivery of this Intellectual Property Assignment is a condition precedent to the closing of the transactions contemplated by the Purchase Agreement; and

C. Assignor is willing to assign to Assignee all rights it may have in and to all Apex Intellectual Property on the terms and subject to the conditions set forth in this Intellectual Property Assignment.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, Assignor and Assignee agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Purchase Agreement.

2. Assignment. Effective as of the Effective Date, Assignor hereby irrevocably sells, transfers, assigns, sets over and conveys to the Assignee, its successors and assigns, all of Assignor’s worldwide right, title and interest in and to all Apex Intellectual Property, and all goodwill associated therewith, including without limitation all worldwide right, title and interest in and to the following to the extent included in the Apex Intellectual Property:

(a) utility patents, utility model patents, design patents and industrial designs and inventors’ certificates, all applications for and inventions disclosed in any of the foregoing, including all provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of any of the foregoing and all rights to claim priority of any of the foregoing, including the patents and patent applications identified in Exhibit A attached hereto (collectively the “Transferred Patents”), any related or corresponding United States provisional or non-provisional application embodying the inventions described in the Transferred Patents or any other United States application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted therefrom, or any application claiming the benefit of a non-provisional application under 35 U.S.C. §120, including all divisions, continuations, reexaminations, and reissues thereof and all patents that may be granted thereon, including any other counterparts thereto worldwide, patents of addition, utility models, inventors’ certificates, industrial property protection, patent rights and right to claim priority thereto in any country, and all extensions and renewals thereof existing now or in the future, including, without limitation, all

applications for patents, utility models and designs that may hereafter be filed for in any country or countries other than the United States, together with the right to file such applications under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and all forms of industrial property protection, including without limitation, patents, utility models, inventors' certificates and designs, which may be granted in any country or countries foreign to the United States and all extensions, renewals and reissues therefor;

(b) Trademarks, including the trademark registrations, trademark applications, common law trademarks, and domain names identified in Exhibit A (the "Transferred Trademarks"), all registrations and applications for any of the foregoing, renewals and extensions thereof, the ongoing and existing business of Assignor to which the Trademarks pertain, all goodwill associated with any of the foregoing, and any other Trademarks similar or confusingly similar to any of the foregoing;

(c) works of authorship, websites, copyrights and design rights, mask works rights, Software (in object code and source code form), and databases, including the copyright applications and registrations identified in Exhibit A (collectively, the "Transferred Copyrights"), all registrations and applications for any of the foregoing, renewals and extensions thereof and all moral rights associated with any of the foregoing;

(d) ideas, inventions, invention disclosures, improvements, algorithms, data, technology, specifications, designs, drawings, images, samples, proprietary information, trade secrets, know-how, compositions, formulas, methods, processes, manufacturing techniques, customer lists, supplier lists and financial information, including the trade secrets identified in Exhibit A (collectively, the "Transferred Trade Secrets");

(e) any rights recognized under applicable law that are equivalent or similar to any of the foregoing;

(f) all other Intellectual Property and proprietary rights in, arising out of, in connection with or in relation to any of the foregoing (collectively (a)-(e), the "Assigned Intellectual Property"), the same to be held and enjoyed by Assignee, its successors and assigns;

(g) all of Assignor's right to file patent, trademark and copyright applications in the United States and throughout the world for the Assigned Intellectual Property in the name of the Assignee, its successors and assigns; and

(h) all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights to causes of action and remedies, related to any of the Assigned Intellectual Property, including without limitation all proceeds to infringement suits, the right to sue and prosecute for past, present and future infringement, misappropriation or other violation of rights related to the Assigned Intellectual Property, and all rights corresponding thereto throughout the world for the Assigned Intellectual Property rights assigned herein.

3. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, the Register of Copyrights of the United States, and the corresponding entities, agencies, or registrars in the United States or in any applicable foreign jurisdictions, whose duty is to issue patents, trademarks, copyright, or other evidence or forms of industrial property

protection on applications as aforesaid, to issue the same to Assignee and to record Assignee as owner of the Transferred Patents, Trademarks, and Copyrights, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

4. Further Assurances. Assignor shall provide the Assignee, its successors and assigns with all such assistance as it may reasonably request for the full utilization of the rights granted in Section 1, above, including, without limitation, upon request by the Assignee to execute and cause its current or former employees or contractors to execute, as applicable, all applications and any further assignments or other documents or instruments, sign all lawful papers, and make all rightful oaths necessary or desirable to carry out the purposes or intent of this Intellectual Property Assignment and to aid the Assignee or its successors, assigns or other legal representatives to obtain and enforce proper protection for the Assigned Intellectual Property in all jurisdictions and to record the Assignee as owner of the Assigned Intellectual Property, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of the Assignee, its successors, assigns or other legal representatives. Without limiting the foregoing, Assignor will do all things necessary, proper or advisable to reasonably assist Assignee in transferring all domain names that are Assigned Intellectual Property in the name of Assignee or its designee and to enable Assignee or its designee to register the domain names in the name of Assignee or its designee with the domain registry designated in writing by Assignee or its designee ("Assignee's Registrar"), including as applicable, placing each of the domain names in "unlocked" status and provide to Assignee the Internet domain name registrars' transfer authorization codes for each of the domain names and any other information required to effectuate the transfer of Assignor's right, title and interest in the domain names to Assignee. The domain name will be deemed transferred when: (i) Assignee's Registrar has confirmed the transfer in accordance with its procedures therefor; (ii) the applicable WHOIS database identifies Assignee or its designee as the registrant of the Domain Name; and (iii) Assignee has administrative and technical access to the domain names, and sole control over where the domain names point. Assignor shall not assert any right, title or interest in or to any of the Intellectual Property and shall not use any of the Intellectual Property except as may be expressly authorized by the Assignee in writing.

5. General.

(a) Governing Law. This Intellectual Property Assignment shall be governed by the laws of the State of Delaware.

(b) Counterparts. This Intellectual Property Assignment may be executed in counterparts each of which when executed and delivered shall constitute an original but all such counterparts together shall constitute one and the same instrument. Execution and delivery of this Intellectual Property Assignment by or electronic exchange bearing copies of a party's signature shall constitute valid and binding execution and delivery by such party. Such electronic copies shall constitute enforceable original documents.

(c) Entire Agreement. This Intellectual Property Assignment and the Purchase Agreement represent the entire agreement between the parties with respect to Assigned Intellectual Property by Assignor and may be modified or amended only by a writing signed by both parties that specifically mentions this Intellectual Property Assignment.

(d) Binding Agreement. This Intellectual Property Assignment shall be binding on and inure to the benefit of Assignee and Assignor and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment on and as of the date first indicated above.

ASSIGNOR

ASSIGNEE

PCE, INC

APEX PLASTICS, LLC

By: Sam Featherson
Name: Sam Featherson
Title: President

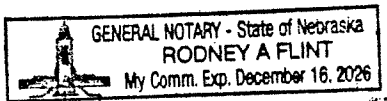
By: _____
Name: Richard Boos
Title: President

State of Nebraska :
County of Lancaster :

Personally appeared before me the above-named Sam Featherson, to me well known, who signed the foregoing Assignment on behalf of PCE, Inc. in my presence on the date thereof and acknowledged the same to be his/her voluntary act and deed.

R. A. JA
Notary Public

My commission to expire on Dec, 16, 2026.



IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment on and as of the date first indicated above.

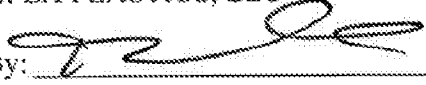
ASSIGNOR

ASSIGNEE

PCE, INC

APEX PLASTICS, LLC

By: _____

By: 

Name: _____

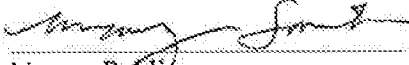
Name: Richard Boos

Title: _____

Title: Chairman

State of Illinois :
County of COOK :

Personally appeared before me the above-named _____, to me well known, who signed the foregoing Assignment on behalf of PCE, Inc. in my presence on the date thereof and acknowledged the same to be his/her voluntary act and deed.


Notary Public

My commission to expire on 7/14/2027



EXHIBIT A

Assigned Intellectual Property

Transferred Trademarks

i. Registered Trademarks

Jurisdiction	Trademark	Filing Date/ Reg. Date	App. No./ Reg. No.	Owner	Full Goods/Services
US	OPTION PAK	April 19, 2006 April 17, 2007	SN: 78864511 RN: 3229430	PCE, Inc.	Int'l Class: 20 (Int'l Class: 20) Oval containers and lids molded by thermoplastic injection for use as consumer packaging in the towelette and wet wipe industry, including containers for baby wipes, hand wipes, jewelry cleaners, insect repellants, moisturizing wipes and facial wipes, as well as for dry products that can be poured from the container, all made of plastic and sold empty

