502292121 03/29/2013

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date	
Mexico Plastic Company d/b/a Continental Products	03/29/2013	

RECEIVING PARTY DATA

Name:	Delta Plastics of the South, LLC	
Street Address:	801 Frazier Pike	
City:	Little Rock	
State/Country:	ARKANSAS	
Postal Code:	72206	

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	7124889

CORRESPONDENCE DATA

Fax Number: 3125774688

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-577-8416

Email: carole.dobbins@kattenlaw.com

Correspondent Name: Carole Dobbins c/o Katten Muchin

Address Line 1: 525 W. Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Carole Dobbins
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Total Attachments: 6

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PATENT REEL: 030115 FRAME: 0073 \$40.00 7124889

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "<u>Assignment</u>"), effective as of March 29, 2013 (the "<u>Effective Date</u>"), is made between Mexico Plastic Company d/b/a Continental Products, a Missouri corporation ("<u>Assignor</u>"), and Delta Plastics of the South, LLC, an Arkansas limited liability company ("<u>Assignee</u>").

WHEREAS, Assignor is the owner of, and desires to assign to Assignee, all right, title and interest in and to: (i) any and all patents, trademarks, service marks, copyrights, including rights of priority, identified on Exhibit A attached hereto (the "Patents, Marks and Copyrights"), (ii) the registration for the Internet domain names identified on Exhibit B attached hereto (the "Domain Names" and collectively with the Patents, Marks and Copyrights, the "Intellectual Property") and (iii) any and all goodwill of the Durapipe Line of Business, as that term is defined in the Asset Purchase Agreement (hereinafter defined) associated with the Intellectual Property; and

WHEREAS, Assignee desires to acquire the Intellectual Property and any and all goodwill of the business associated therewith from Assignor, subject to the terms and conditions of this Assignment; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Intellectual Property and goodwill to Assignee;

WHEREAS, this Assignment is being entered into in connection with and as a condition to that certain Asset Purchase Agreement, dated the date hereof, among the Assignee, the Assignor and the other parties listed therein (the "Asset Purchase Agreement").

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, Assignor and Assignee hereby agree as follows:

- 1. Assignor hereby assigns to Assignee all right, title and interest in and to the Patents, Marks and Copyrights, together with: (i) the goodwill of the Durapipe Line of Business symbolized by the Patents, Marks and Copyrights; (ii) all causes of action, claims and demands for infringement or misappropriation, including past infringements and misappropriations, of the Patents, Marks and Copyrights; and (iii) any royalties or other consideration owed to Assignor in connection with use of the Patents, Marks and Copyrights after the Effective Date.
- 2. Assignor agrees without further consideration to cause to be performed such other commercially reasonable or lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Patents, Marks and Copyrights, goodwill and all other rights hereby conveyed.
- 3. Assignor hereby transfers and conveys to the Assignee all of its rights, title, and interest in the Domain Names.

- 4. Assignor agrees to (i) cease all use of the Domain Names as soon as practically possible after the Effective Date and (ii) not register any domain names that are confusingly similar to the Domain Names. Assignor agrees to execute a separate Assignment form, as required by Network Solutions, Inc. or any other applicable domain name registrar, assigning the Domain Names to Assignee.
- 5. The Assignee hereby accepts the assignment of the Intellectual Property and goodwill symbolized by the DURAPIPE mark and name.
- 6. This Assignment may be executed in one or more counterparts (including by facsimile), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

WCSR 7702469v4

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers, all as of the day and year first above written.

ASSIGNOR:
MEXICO PLASTIC COMPANY D/B/A CONTINENTAL PRODUCTS
By: Carl Fremmelm Name: Carl Fremmeler Title: President
Title: Vresident
ASSIGNEE:
DELTA PLASTICS OF THE SOUTH, LLC
By:
Name:
Title:

[Signature page to IP Assignment]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers, all as of the day and year first above written.

ASSIG	NO	R:
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MEXICO PLASTIC COMPANY D/B/A CONTINENTAL PRODUCTS

Ву:			
Name:			
Title:			

ASSIGNEE:

DELTA PLASTICS OF THE SOUTH, LLC

By: Je Wh. Telay
Title: CEO

[Signature page to IP Assignment]

EXHIBIT A

PATENTS, MARKS AND COPYRIGHTS

<u>PATENTS</u> <u>PATENT NO.</u> <u>ISSUED ON:</u>

Rolled Film and Pallet Construction 7,124,889 October 24, 2006

<u>COPYRIGHTS</u> <u>REGISTRATION NO.</u> <u>REGISTRATION DATE</u>:

Durapipeirrigation.com website contents and coding.

TRADEMARKS

All rights and interests in the name and mark DURAPIPE in any form and with any design or logo, including, without limitation, any and all Common Law Rights of Assignor (with no federal or state registrations) in the DURAPIPE trademark.

EXHIBIT B

DOMAIN NAMES

1. durapipeirrigation.com

RECORDED: 03/29/2013