### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3216871

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

#### **CONVEYING PARTY DATA**

| Name                             | Execution Date |
|----------------------------------|----------------|
| MOLL INDUSTRIES, INC.            | 05/25/2011     |
| MOLL HOLDINGS, INC.              | 05/25/2011     |
| MOLL EUROPE HOLDINGS, LLC        | 05/25/2011     |
| MOLL LATIN AMERICA HOLDINGS, LLC | 05/25/2011     |

#### **RECEIVING PARTY DATA**

| Name:           | BERKENHOFF GMBH     |  |
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| Street Address: | BERKENHOFFSTR. 14   |  |
| City:           | D-35452 HEUCHELHEIM |  |
| State/Country:  | GERMANY             |  |

#### **PROPERTY NUMBERS Total: 1**

| Property Type  | Number  |
|----------------|---------|
| Patent Number: | 5740579 |

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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**Correspondent Name:** ROBERT D. BECKER, ESQ. Address Line 1: 1841 PAGE MILL ROAD

Address Line 2: SUITE 200

Address Line 4: PALO ALTO, CALIFORNIA 94304

| ATTORNEY DOCKET NUMBER:                                    | PRNEY DOCKET NUMBER: 45848-031 |  |
|--|--------------------------------|--|
| NAME OF SUBMITTER: PATRICIA PICOU GREEN, SR PARALEGAL      |                                |  |
| SIGNATURE:   | /Patricia Picou Green/         |  |
| DATE SIGNED:   | 02/06/2015                     |  |
| This document serves as an Oath/Declaration (37 CFR 1.63). |                                |  |

#### **Total Attachments: 9**

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# ASSIGNMENT OF PATENTS, PATENT APPLICATIONS AND OTHER INTELLECTUAL PROPERTY RIGHTS

THIS AGREEMENT has an effective date of May 25, 2011.

WHEREAS, MOLL INDUSTRIES, INC., MOLL HOLDINGS, INC., MOLL EUROPE HOLDINGS, LLC. AND MOLL LATIN AMERICA HOLDINGS, LLC. (individually and collectively, "Assignor") is the owner of the entire right, title and interest in and to (1) all of the patents and patent applications listed on Schedule 1.1A annexed hereto; (2) the inventions claimed or disclosed therein; and (3) all other Patent Intellectual Property Rights (as defined in that certain Asset Purchase Agreement dated as of March 15, 2011 by and between Moll Industries, Inc., Moll Holdings, Inc., Moll Europe Holdings, LLC and Moll Latin America Holdings, LLC and Berkenhoff GmbH, referred to herein as the "Asset Purchase Agreement") with respect to such patents and patent applications (individually and collectively the "Intellectual Property"); and

WHEREAS, BERKENHOFF GMBH, ("Assignee"), is desirous of acquiring the entire right, title, and interest in and to the Intellectual Property and any patents that may issue thereon;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto said Assignee, its successors and assigns, the entire right, title and interest in and to the Intellectual Property throughout the world and the inventions and designs covered thereby or disclosed therein, including the right to claim priority to and the right to any and all design applications, provisional applications, non-provisional applications, divisions, continuations or continuations-in-part thereof, and the right to any and all reissue, restoration, extension or reexamination of any patent thereof, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors and assigns, to the end of any term for which the Intellectual Property have been or will be granted, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made; together with all claims by Assignor for damages by reason of past infringement of the Intellectual Property with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors and assigns.

Assignor for itself and its legal representatives, heirs, and assigns does hereby agree and covenant, without further remuneration, to execute and deliver (but not to prepare, file or record) to Assignee or its successors or assigns all design, provisional, non-provisional, divisional, continuation, continuation-in-part, substitute, reexamination and reissue United States and other country patents and applications for patents on the Intellectual Property, and to communicate to Assignee or its representatives such information known to the undersigned respecting the Intellectual Property reasonably requested by Assignee. Each party shall bear its own costs and expenses in compliance with this paragraph.

Assignor further authorizes and requests the appropriate authority or authorities whose duty it is to record patents, patent applications and title thereto, to record the Intellectual Property

and title thereto as the property of Assignee, its successors and assigns in accordance with the terms of this Agreement and at Assignee's expense.

Assignor hereby grants to Assignee a perpetual and irrevocable power of attorney to execute all documents on behalf of Assignor reasonably necessary or desirable in order to consummate more effectively the transactions contemplated by this Agreement.

Assignor further authorizes Assignee to file, prosecute and maintain applications in the United States and in foreign countries, in connection with the Intellectual Property hereby transferred, in its own name and to secure in its own name, the patent or patents issued on such applications, and the Commissioner of Patents and Trademarks or the foreign equivalent thereof is hereby authorized and requested to issue all patents on said Intellectual Property or resulting therefrom to Assignee as assignee of the entire right, title and interest therein; and Assignor hereby agrees that, upon request of said Assignee and at Assignee's expense but at no remuneration to Assignor, Assignor will make all rightful oaths or declarations, execute any and all documents reasonably necessary or desirable to properly vest full right, title and interest in and to the Intellectual Property throughout the world in the name of Assignee, its successors and assigns and will perform any other reasonable acts generally necessary for Assignee to obtain, maintain, issue or enforce the Intellectual Property throughout the world.

Assignor owns all right, title and interest in and to the Intellectual Property, including, without limitation, all right, title and interest to sue for past, present and future infringement of the Intellectual Property. To Assignor's Knowledge (as defined in the Asset Purchase Agreement), all of the Intellectual Property is valid, enforceable and in good standing. None of the Intellectual Property has lapsed or expired for failure to pay any maintenance fees or annuities. The Intellectual Property is free and clear of all Liens (as defined in the Asset Purchase Agreement) or other encumbrances, and restrictions that may affect title to the Intellectual Property.

The person signing below on behalf of Assignor has the requisite power and authority to execute, deliver and perform this Agreement.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, each party has caused this instrument to be signed by a duly authorized representative as of the date first written above:

[Signatures on following pages]

MOLL INDUSTRIES, INC. 

By: (SEAL)

Print Name: Jeffrey Merritt

Print Title: Chief Restructuring Officer

State of Texas

County of Dallas

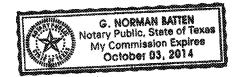
On this 247 day of May, in the year 2011, before me 6. Nother sate a notary public, personally appeared Jeffrey Merritt, the Chief Restructuring Officer of MOLL INDUSTRIES, INC., proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument above, and acknowledged that they executed the same on behalf of said entity. Witness my hand and official seal.

Notary Public

SEAL

[Signature Page to Assignment of Patents, Patent Applications and Other Intellectual Property Rights]

My commission expires on 10/3/2014



ASSIGNOR:

MOLL HOLDINGS, INC.

By: Meshal (SEAL)

Print Name: Jeffrey Merritt

Print Title: Chief Restructuring Officer

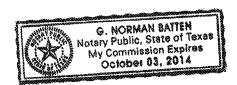
State of Texas County of Dallas

On this 24-12 day of May, in the year 2011, before me G. Norman Batten, a notary public, personally appeared Jeffrey Merritt, the Chief Restructuring Officer of MOLL HOLDINGS, INC., proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument above, and acknowledged that they executed the same on behalf of said entity. Witness my hand and official seal.

Notary Public SEAL

My commission expires on  $\frac{\sqrt{0/3}/2044}{2044}$ 

[Signature Page to Assignment of Patents, Patent Applications and Other Intellectual Property Rights]



ASSIGNOR:

MOLL EUROPE HOLDINGS, LLC

By: Name: Jeffnay Merritt

Print Title: Chief Restructuring Officer

State of Texas County of Dallas

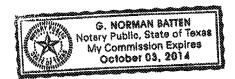
On this <u>ZYT</u> day of May, in the year 2011, before me <u>G. Nolman Butten</u>, a notary public, personally appeared Jeffrey Merritt, the Chief Restructuring Officer of MOLL EUROPE HOLDINGS, LLC, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument above, and acknowledged that they executed the same on behalf of said entity. Witness my hand and official seal.

Notary Public

SEAL

My commission expires on 10/03/2014

[Signature Page to Assignment of Patents, Patent Applications and Other Intellectual Property Rights]



ASSIGNOR:

MOLL LATIN AMERICA HOLDINGS, LLC

Print Name: Jeffrey Merritt

Print Title: Chief Restructuring Officer

State of Texas County of Dallas

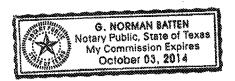
On this 24/day of May, in the year 2011, before me <u>G. Norman Batto</u>, a notary public, personally appeared Jeffrey Merritt, the Chief Restructuring Officer of MOLL LATIN AMERICA HOLDINGS, LLC, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument above, and acknowledged that they executed the same on behalf of said entity. Witness my hand and official seal

(SEAL)

Notary Public SEAL

My commission expires on 10/63/2014

[Signature Page to Assignment of Patents, Patent Applications and Other Intellectual Property Rights]



ASSIGNEE:

BERKENHOFF GMBIN

(SEAL)

By: Name: Normal Print Title: N

Signature Page to Assignment of Patents, Patent Applications and Other Intellectual Property Rights

Doc #32632117v.1

## Schedule 1.1A

Intellectual Property Description Attached

8

MOLL INDUSTRIES PATENT SCHEDULE

(Rev. March 18, 2010)

|                          |   | ***********************  |
|--------------------------|---|--|
|                          | Granted; Active Active Notal Industries, Austra, Beighun, Swizzertend (aleo covers Liecthenstein), Pennest, France, Great Britain, Greece, Indend, Italy, Lussembourg, Monaco, Netherkends, Podragel, Gentrary, Spain and Sweden amustites are  | Gramfed; Active according to   |
|                          | MOLL<br>MC:   | Moli<br>Inclusivies<br>Inc.  |
|                          | MANTANA<br>SE EN CONTROL OF THE CONTROL | Fasskr,<br>Manfred   |
|                          | 2002-05-22  | 1898-04-21   |
|                          | EPSACSS18181 Designated States Austrike, Belightm, Switzerkend, Liechtematic, Fridand France, Greece Indend, Italy, Newtherlands, Portugal, Spean, Sweden, Urffeel Kingdom, Luxembourg, Germany (Perlant No. No.  | 5740578  |
| Habitation<br>Pabitation | A (EP840331)  | <b>DB/R4E,952</b>  |
|                          | 1950-00-11<br>(Intl. filling)<br>(Arite)<br>(EP tilling)<br>(Arite)   | 1897-04-30   |
|                          | BRUSH FOR<br>IMPROVED<br>TUFT<br>AND ANCHOR<br>WIRE<br>THEREFOR!<br>BORSTEWED<br>HALTUNG UND<br>VERWIGHTEN<br>HALLEURE<br>AYANT UNE<br>MELEURE<br>RETENUE DES<br>TOUFFES ET<br>FIL DANCRAGE<br>UTLUSE A CET<br>EFFET  | Erush for improved tuft referition and amount to the forestor with the forestor  |
|                          |   | Designation (September 1997) (Str. 1997) (September 1997) |
|                          |   | K4   |