#### 504010543 09/19/2016

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4057200

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

#### **CONVEYING PARTY DATA**

Name	Execution Date
MOPAK LIMITED	07/18/2016

### **RECEIVING PARTY DATA**

Name:	ROHRER CP LLC	
Street Address:	717 SEVILLE ROAD	
City:	WADSWORTH	
State/Country:	OHIO	
Postal Code:	44282	

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

Property Type	Number
Patent Number:	8146745

#### **CORRESPONDENCE DATA**

Fax Number: (330)253-8601

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.

Phone: (330) 535-5711 Email: iplaw@brouse.com

**Correspondent Name:** JENNIFER L. HANZLICEK Address Line 1: 388 SOUTH MAIN STREET

Address Line 2: SUITE 500

Address Line 4: AKRON, OHIO 44311-4407

ATTORNEY DOCKET NUMBER:	10792.60718		
NAME OF SUBMITTER:	JENNIFER L. HANZLICEK		
SIGNATURE:	/Jennifer L. Hanzlicek/		
DATE SIGNED:	09/19/2016		

## **Total Attachments: 5**

source=CardPak - IP Assignment Agreement (MoPak)#page1.tif source=CardPak - IP Assignment Agreement (MoPak)#page2.tif source=CardPak - IP Assignment Agreement (MoPak)#page3.tif source=CardPak - IP Assignment Agreement (MoPak)#page4.tif source=CardPak - IP Assignment Agreement (MoPak)#page5.tif

**PATENT REEL: 039778 FRAME: 0142** 504010543

#### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "<u>Assignment</u>"), dated as of July 18, 2016, is by and between MoPak Limited, an Ohio limited liability company ("<u>Assignor</u>"), in favor of Rohrer CP LLC, a Delaware limited liability company ("<u>Assignee</u>").

WHEREAS, Assignor is the owner of a one-third interest in certain intellectual property listed on the attached <u>Schedule A</u> (the "<u>Assigned IP</u>");

WHEREAS, under the terms of that certain Asset Purchase Agreement dated as of July 18, 2016 between CardPak Incorporated ("Seller"), each of the shareholders of Seller, Richard R. Thomas, Lisa M. Thomas, Assignee and solely for purposes of Article III, Section 4.1 and Section 7.3 of the Asset Purchase Agreement, Rohrer Corporation, an Ohio corporation (the "Asset Purchase Agreement"), Seller has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property;

WHEREAS, pursuant to the Asset Purchase Agreement, Seller has agreed to obtain an assignment of Assignor's interest in the Assigned IP in favor of Assignee;

WHEREAS, Assignor has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction;

WHEREAS, Assignor wishes to assign all right, title and interest in and to the Assigned IP, and Assignee desires to accept all right, title and interest in and to the Assigned IP; and

WHEREAS, the parties wish to record such assignment in the respective Patent and Trademark Offices.

NOW, THEREFORE, for good and valuable consideration of 10 (ten) United States dollars paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Patents. Effective as of the date hereof, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the patents and patent applications set forth in Schedule A hereto; (ii) all inventions and improvements described and claimed therein, and patents which may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to the underlying said patent rights; (iii) all licenses for the use of the patents; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to

PATENT REEL: 039778 FRAME: 0143

- be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Patents").
- 2. <u>Successors</u>. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
- 3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such reasonable steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.
- 4. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to patent issues, and (ii) in all other respects, including as to validity (except for patent issues), interpretation and effect, by the laws of the State of Ohio applicable to contracts made in that state, without regard to any conflict of law principles of the State of Ohio.
- 5. <u>Counterparts</u>. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR	3//
By: July 2 section 1	
Its: MEMB7/	
Date: <u>07//8/20</u>	16
STATE OF ON O ) ss.	
COUNTY OF CV/AVOGA )	
Before me, the undersigned authority, on this	hose name is uted the same
abut n Advatain	ugu gunnannan kalikalikalik
Notary Public	
ALBERT N. SALVATORE, Arry. NOTARY PUBLIC • STATE OF OHIO My commission has no expiration date	
(Signature of Notary)	
(Legibly Print or Stamp Name of Notary)	

**REEL: 039778 FRAME: 0145** 

#### **ACCEPTED BY:**

**ASSIGNEE** 

Thomas D'Ovidio

Its: Vice President and Secretary

STATE OF New York
COUNTY OF New York

Before me, the undersigned authority, on this \_\_\_\_\_ day of July personally appeared <u>Chomas Dovidio</u> known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignee.

(Signature of Notary)

DAVID GEORGE GREENBLATT
Notary Public, State of New York
No. 01GR6301693
Qualified in Bronx County
Commission Expires April 21, 20
(Legibly Print or Stamp Name of Notary)

# **Schedule A-Patents**

TITLE	COUNTRY	APP. NO. / FILING DATE	ISSUE DATE/ PATENT NO.	STATUS
ENVIRONMENTALLY SEPARABLE PACKAGING DEVICE WITH ATTACHING BASE	UNITED STATES	12/045,378 10-MAR-2008	8146745 03-APR-2012	Granted

**RECORDED: 09/19/2016** 

PATENT REEL: 039778 FRAME: 0147