504383982 05/25/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4430678

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date	
JUAN E. BRUNA	05/19/2017	

RECEIVING PARTY DATA

Name:	TEKNI-PLEX	
Street Address:	460 E. SWEDESFORD ROAD	
Internal Address:	SUITE 3000	
City:	WAYNE	
State/Country:	PENNSYLVANIA	
Postal Code:	19087	

PROPERTY NUMBERS Total: 3

Property Type	Number	
Application Number:	14592420	
Application Number:	14598728	
PCT Number:	US2016012324	

CORRESPONDENCE DATA

Fax Number: (617)406-0336

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: 6174060335

Email: dc-ipdocketing@polsinelli.com

Correspondent Name: THERESE HENDRICKS

Address Line 1: POLSINELLI PC

Address Line 2: 100 CAMBRIDGE ST., STE. 2101
Address Line 4: BOSTON, MASSACHUSETTS 02114

ATTORNEY DOCKET NUMBER:	T12-7118, 7118WO, 7119
NAME OF SUBMITTER:	THERESE HENDRICKS
SIGNATURE:	/Therese Hendricks/
DATE SIGNED:	05/25/2017

Total Attachments: 5

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PATENT 504383982 REEL: 042505 FRAME: 0539



PATENT REEL: 042505 FRAME: 0540

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), dated as of May 19, 2017 (the "Closing Date"), is entered into by and among Tekni-Plex, Inc., a Delaware corporation (the "Buyer") and Juan E. Bruna, an individual resident of the State of Florida ("Juan Bruna"). Capitalized terms used and not defined herein will have the same meaning as ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS:

- A. Buyer and Juan Bruna are parties to that certain Asset Purchase Agreement, dated as of the Closing Date, by and among, the Buyer, Bruna Seals, LLC and Juan Bruna, individually and in his capacity as a member of the Bruna Seals, LLC and as the Seller Representative (as amended, modified or supplemented from time to time, the "Purchase Agreement"), pursuant to which, among other things, the Buyer agreed to purchase, or cause to be purchased, from Juan Bruna, and Juan Bruna agreed to sell, transfer, assign, convey and deliver to the Buyer all of Juan Bruna's right, title and interest in, to and under the Purchased Assets, free and clear of all Liens other than Permitted Liens;
- B. This Agreement is being executed to evidence and effect the sale, transfer, assignment, conveyance and delivery of the Purchased Intellectual Property to the Buyer in accordance with the terms of the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

- 1. Assignment. Effective as of the Closing Date, Juan Bruna agrees to assign, transfer, convey, deliver and set over to Buyer, and hereby irrevocably assigns, transfers, conveys, delivers and sets over to Buyer, and its successors, assigns and other legal representatives, all of Juan Bruna's right, title and interest in and to the Purchased Intellectual Property, including without limitation the Intellectual Property set forth on Schedule A, together with the goodwill of the business associated therewith, any foreign counterparts or equivalents thereto, existing now or in the future, renewals and extensions of any of the foregoing and any Intellectual Property that may be registered upon or issue from any of the foregoing, for Buyer's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Juan Bruna if this assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Closing Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future misappropriation, infringement or other unauthorized use of the Purchased Intellectual Property, with the right to sue for and collect the same for Buyer's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.
- 2. <u>Authorization</u>. Juan Bruna hereby authorizes and requests the United States Copyright Office, the United States Patent and Trademark Office and any other similar governmental authority in countries foreign to the United States to record Buyer as the assignee and owner of the Purchased Intellectual Property, including without limitation the Intellectual Property set forth on <u>Schedule A</u>, and to register or issue any and all Intellectual Property thereon to Buyer, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Buyer and its successors, assigns or other legal representatives.

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- 3. Further Assurances. Juan Bruna will provide to Buyer, its successors, assigns or other legal representatives reasonable cooperation and assistance at Buyer's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (a) preparation and prosecution of any application, continuations, divisions, continuations-in-part, extensions, registrations, renewals, filings or equivalent to any of the foregoing for any of the Purchased Intellectual Property; (b) the prosecution or defense of any interference, opposition, re-examination, reissue, infringement, misappropriation or other proceedings that may arise in connection with any of the Purchased Intellectual Property, including, but not limited to, testifying as to any facts relating to the rights assigned in this Agreement; (c) obtaining any additional protection for any of the Purchased Intellectual Property that Buyer reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (d) implementation, perfection and/or recording of this Agreement in the United States and any and all applicable foreign iurisdictions.
- 4. <u>Governing Law.</u> This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.
- 5. <u>Counterparts.</u> This Agreement may be signed in counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The electronic transmission of any signed original counterpart of this Agreement will be deemed to be the delivery of an original counterpart of this Agreement.

[Signatures on Following Page]

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IN WITNESS WHEREOF, each of the parties has executed and delivered this Agreement as of the Effective Date.

BUYER:

TEKNI-PLEX, INC.

Name: David Waksman

Title: SVP. Chief Legal Officer

JUAN E. BRÛNA

Juan E. Bruna

[Signature Page to Intellectual Property Assignment Agreement with Juan E. Bruna]

PATENT REEL: 042505 FRAME: 0544

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

COUNTRY	TITLE	APPLICATION NO./ FILING DATE	PUBLICATION NO./ PUBLICATION DATE	PATENT NO ASSUE DATE	OWNER/ APPLICANT NAME
Patent Cooperation Treaty (PCT)	SCENT PERMEATION CONTAINER SEAL, CONTAINER INCLUDING SAID SEAL AND METHODS OF MAKING SAID SEAL AND SAID CONTAINER	PCT/US2016/012324 01-06-2016	WO 2016/112097 07-14-2016	*	Juan E. Bruna
USA	SCENT PERMEATION CONTAINER SEAL, CONTAINER INCLUDING SAID SEAL AND METHODS OF MAKING SAID SEAL AND SAID CONTAINER	14/592,420 01.08.2015	US 2015- 0122818 A1 05-07-2015	•	Juan E. Bruna
USA	EMBOSSED CONTAINER SEAL, CONTAINER INCLUDING SAID SEAL AND METHOD OF MAKING SAID SEAL AND SAID CONTAINER	14/598,728 01~16-2015	.		Juan Bruna

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RECORDED: 05/25/2017

PATENT REEL: 042505 FRAME: 0545