

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4429362

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT		
CONVEYING PARTY DATA			
Name			Execution Date
SUMMIT PLASTICS, INC.			04/01/2015
RECEIVING PARTY DATA			
Name:	SUMMIT MANUFACTURING, LLC		
Street Address:	100 SPENCE STREET		
City:	BAYSHORE		
State/Country:	NEW YORK		
Postal Code:	11706		
PROPERTY NUMBERS Total: 3			
Property Type	Number		
Patent Number:	8607997		
Patent Number:	8985352		
Patent Number:	8602230		
CORRESPONDENCE DATA			
Fax Number:	(631)249-4471		
<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:	631-249-7500		
Email:	kguzzardo@bodnerorourke.com		
Correspondent Name:	GERALD T. BODNER		
Address Line 1:	425 BROADHOLLOW ROAD		
Address Line 2:	SUITE 120		
Address Line 4:	MELVILLE, NEW YORK 11747		
ATTORNEY DOCKET NUMBER:	1471-0		
NAME OF SUBMITTER:	GERALD T. BODNER		
SIGNATURE:	/gerald t. bodner/		
DATE SIGNED:	05/24/2017		
Total Attachments: 4			
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BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Summit Plastics, Inc.**, a New York corporation ("**Assignor**") and **Summit Manufacturing, LLC**, a New York limited liability company ("**Assignee**"), do hereby agree as follows:

1. **Transfer and Assignment.** Pursuant to that certain Operating Agreement of Summit Manufacturing, LLC dated as of April 1, 2015, by and between Assignee, Assignor and Landi I, LLC, a New York limited liability company (the "**Operating Agreement**") (all capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Operating Agreement), Assignor hereby sells, transfers, assigns, delivers and conveys to Assignee, its successors and assigns, all of its right, title and interest in and to all of its tangible and intangible business assets including, but not limited to, furniture, fixtures, equipment, inventory, all accounts receivable, all contract rights which it holds, the balances in all bank, brokerage and investment accounts which are held in its name, security deposits, advances to vendors and all patents, copyrights and trademarks (collectively, the "**Purchased Assets**").

2. **Further Assurances Regarding Purchased Assets.** From and after the date hereof, Assignor shall duly perform such further acts and shall duly execute, acknowledge, and deliver all such further deeds, assignments, documents of title, transfers, conveyances, powers of attorney and assurances as may be reasonably required to convey to and vest in Assignee and protect Assignee's right, title and interest in and enjoyment of all the Purchased Assets intended to be assigned, transferred and conveyed pursuant to this Bill of Sale and Assignment and Assumption Agreement and the Operating Agreement and as may be appropriate otherwise to carry out the transactions contemplated by this Bill of Sale and Assignment and Assumption Agreement and the Operating Agreement. The properties, rights and assets of Assignor granted, conveyed, assigned, transferred and set over to Assignee by this Bill of Sale are free and clear of all encumbrances with the exception, however, of a financing lien which is held therein by M&T Bank. Assignor will warrant and defend the sale of the Purchased Assets against all and every person or persons whomsoever claiming or to claim against any or all of the same with the exception of M&T Bank.

3. **The Operating Agreement.** This Bill of Sale and Assignment and Assumption Agreement are subject to the terms and conditions of the Operating Agreement and the respective representations, warranties, covenants, agreements and obligations of the parties contained in the Operating Agreement are incorporated herein by reference, constitute an integral part of this Bill of Sale and Assignment and Assumption Agreement and shall survive the execution and delivery of this Bill of Sale and Assignment and Assumption Agreement to the extent provided in the Operating Agreement.

4. **Assumption of Liabilities.** By the execution of this Bill of Sale and Assignment and Assumption Agreement, the Assignee is hereby assuming effective as of April 1, 2015 all liabilities and obligations of the Assignor which have been incurred by the Assignor in connection with its business operations including specifically, but not by way of limitation, (a) payment and repayment obligations with respect to institutional indebtedness, (b) federal, state and local income, excise, employment and other tax liabilities of any and every nature and character, (c) trade payables, (d) compensation and benefit obligations which are payable to the employees of the Assignor inclusive of vacation and illness compensated days, (e) performance obligations with respect to customer contracts, (f) refund obligations with respect to customer contracts, (g) ERISA claims and liabilities with respect to its employees, (h) liability for any and all claims which have been asserted and which shall be asserted against the Assignor for personal injury, death or property damage, (i) federal, state and local income, employment and excise tax penalties and interest, (j) recoveries by way of judgment, order or settlement in any legal proceeding, arbitration proceeding, administrative proceeding or other proceeding which may be pending against the Assignor or which may be commenced at any time in the future against the Assignor, (k) products liability claims, (l) professional liability and malpractice claims, (m) discrimination, wrongful discharge, harassment, whistle blower, and any and all other employment claims which may be asserted against the Assignor by any past or current employee or contractor of the Assignor and (n) any and all other liabilities, obligations and claims of any and every nature and character whatsoever. Assignee shall pay and satisfy all of the foregoing liabilities and claims in a timely manner and shall avoid the imposition of any penalties, interest or other late payment charges with respect to any of such liabilities and claims. The assumption by Assignee of the foregoing claims and liabilities shall be unconditional, permanent and perpetual and shall not be modified in any respect by reason of any modification or the termination of the Operating Agreement. In addition, the liability of Assignee for all of such claims and liabilities shall be exclusive and accordingly it shall not have any indemnification claim or other claim against the Assignor for indemnification or reimbursement with respect to a liability or obligation that it shall satisfy.

5. **Governing Law.** It is the intention of the parties that the internal laws of the State of New York (irrespective of its choice of law principles) shall govern the validity of this Bill of Sale and Assignment and Assumption Agreement.

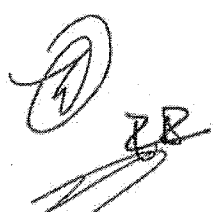
6. **Binding Effect.** This Bill of Sale and Assignment and Assumption Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall, except as otherwise set forth herein, inure to the benefit of only the parties hereto.

7. **Counterparts.** This Bill of Sale and Assignment and Assumption Agreement may be executed in one or more counterparts and the signature of any party to any counterpart may be appended to any other counterpart, and by facsimile or

electronic transmission in PDF or similar format, all of which counterparts and facsimiles or electronic transmissions, when taken together shall equal one document.

[signature page follows]

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Handwritten signature and initials, possibly "D" and "ER", in the bottom right corner.

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REEL: 042554 FRAME: 0585

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale and Assignment and Assumption Agreement to be executed effective as of April 1, 2015.

ASSIGNOR:

Summit Plastics, Inc.

By: 

Name: Louis Marinello

Title: President

ASSIGNEE:

Summit Manufacturing, LLC

By: 

Name: Louis Marinello

Title: Principal

[Signature Page to Summit Plastics, Inc. Bill of Sale]

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RECORDED: 05/24/2017

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