

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5482939

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	10/07/2016

**CONVEYING PARTY DATA**

Name	Execution Date
BEMIS MANUFACTURING COMPANY	04/16/2019

**RECEIVING PARTY DATA**

<b>Name:</b>	CUP ACQUISITION, LLC
<b>Street Address:</b>	2535 WALDORF COURT, N.W.
<b>City:</b>	GRAND RAPIDS
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	49544

**PROPERTY NUMBERS Total: 3**

Property Type	Number
<b>Application Number:</b>	61707375
<b>Patent Number:</b>	9458629
<b>Application Number:</b>	15257055

**CORRESPONDENCE DATA****Fax Number:** (704)339-5936*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:** 7043313587**Email:** samskains@mvalaw.com**Correspondent Name:** MOORE & VAN ALLEN PLLC**Address Line 1:** 100 NORTH TRYON STREET, SUITE 4700**Address Line 4:** CHARLOTTE, NORTH CAROLINA 28202

<b>ATTORNEY DOCKET NUMBER:</b>	036910.000019
<b>NAME OF SUBMITTER:</b>	SAMANTHA N. SKAINS-MENCHACA
<b>SIGNATURE:</b>	/sns/
<b>DATE SIGNED:</b>	04/19/2019

**Total Attachments: 4**

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## PATENT ASSIGNMENT

This Patent Assignment (this "Assignment") is made and entered into effective as of April 16, 2019, by and between BEMIS MANUFACTURING COMPANY, a Wisconsin corporation ("Seller") and CUP ACQUISITION, LLC (dba Custom Profile), a Delaware limited liability company ("Buyer"). Capitalized terms used but not otherwise defined in this Assignment have the meanings given to them in the Purchase Agreement (as defined below).

Seller and Buyer are parties to that certain Asset Purchase Agreement dated as of October 7, 2016 (as amended, modified or supplemented from time to time in accordance with its terms, the "Purchase Agreement"), pursuant to which Seller sold, transferred, assigned and conveyed certain assets and rights included among the Purchased Assets to Buyer, which Purchased Assets included, among other things, (i) the patents listed or described on Schedule I attached hereto and (ii) all inventions and improvements described or claimed therein, including, without limitation, patents which may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to any of the foregoing or any patent or other rights underlying the same (the patents and other intellectual property, assets, claims and rights described or referenced in clause (i) or (ii) above, collectively, the "Assigned Patents"). This Assignment is being executed and delivered in order to satisfy and comply with the covenants and agreements of the parties contained in Section 4.6 and elsewhere in the Purchase Agreement requiring them execute and deliver documents and other instruments evidencing the sale, transfer, assignment and conveyance of the Purchased Assets by Seller to Buyer and, in particular, to facilitate and provide for the recording of the acquisition, assignment and transfer of the Assigned Patents (and all of the rights and claims related thereto) to Buyer in the United States Patent and Trademark Office (the "USPTO").

NOW, THEREFORE, for the consideration provided for in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Seller acknowledges, agrees and confirms that, effective as of October 7, 2016, Seller assigned and transferred to Buyer all Seller's right, title and interest of every kind and nature throughout the world in and to the Assigned Patents, including: (i) all licenses for the use of the Assigned Patents; (ii) 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; (iii) all rights to sue for past, present and future infringement, dilution or violation of the foregoing, including, without limitation, the right to settle suits involving claims and demands for royalties owing; (iv) all rights corresponding to any of the foregoing throughout the world; and (v) the right to assign the rights conveyed herein, the same to be held and enjoyed by Buyer for its own use and benefit and for the benefit of its successors, assigns and legal representatives.

2. This Assignment is being executed and delivered for purposes of confirming and recording this Assignment (including the assignment and transfer set forth and described in Section 1 above) with the USPTO and for no other purpose and, in furtherance thereof, Seller hereby authorizes the Commissioner for Patents in the USPTO to record and register this Assignment.

3. This Assignment will inure to the benefit of, and is binding upon, the respective successors and assigns of Seller and Buyer.

4. This Assignment shall be governed by, and construed in accordance with, (i) the laws of the United States in respect of patent issues and (ii) the laws of the State of Delaware (without giving effect to the conflict of laws rules thereof) in all other respects, including as to validity (except for patent issues), interpretation and effect.

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

6. The parties intend that this Assignment is for confirmation and recordation purposes only, and its terms shall not modify the applicable terms and conditions of the Purchase Agreement which govern the parties' rights and interests in the Purchased Assets.

*[Remainder of page intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered effective as of the date first written above.

**SELLER:**

**BEMIS MANUFACTURING COMPANY**

By: Peter G Probst  
Name: Peter Probst  
Title: Chief Financial Officer

STATE OF WISCONSIN            )  
  ) ss.  
COUNTY OF SHEBOYGAN        )

Before me, the individual who's name and title is identified above, on this Sixteenth day of April, 2019, personally appeared individual who is known to me as the person whose name and title is subscribed above to this Assignment and acknowledged to me that such individual 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 Bemis Manufacturing Company.

Notary Public:  
[Signature]  
(Signature of Notary)

Dave Howell  
(Legibly Print or Stamp Name of Notary)

**BUYER:**

**CUP ACQUISITION, LLC**  
(dba Custom Profile)

By: [Signature]  
Name: John E. Boeschenstein  
Title: Chief Executive Officer

SCHEDULE I

**ASSIGNED PATENTS**

United States Patent Number 9,458,629, issued on October 4, 2016, Method of Forming Raceway Knockout, and any continuation or divisional applications relating to the corresponding United States Patent Application Serial Number 61/707,375 and 13/837,981, including but not limited to Application Serial No. 15/257,055 filed on September 9, 2016.