

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5991746

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
FLEXICELL, INC.	02/22/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	R.A. PEARSON COMPANY
<b>Street Address:</b>	8120 W. SUNSET HIGHWAY
<b>City:</b>	SPOKANE
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	99224
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13192076
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(509)323-8979
<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>	
<b>Phone:</b>	509-324-9256
<b>Email:</b>	shani@leehayes.com
<b>Correspondent Name:</b>	LEE & HAYES PC
<b>Address Line 1:</b>	601 W RIVERSIDE AVE, SUITE 1400
<b>Address Line 4:</b>	SPOKANE, WASHINGTON 99201
<b>ATTORNEY DOCKET NUMBER:</b>	PE1-0094US
<b>NAME OF SUBMITTER:</b>	SHANI HOKE
<b>SIGNATURE:</b>	/Shani D Hoke/
<b>DATE SIGNED:</b>	03/02/2020
<b>Total Attachments: 6</b>	
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“**IP Assignment**”), dated as of February 22, 2018, is made by Flexicell Inc., a Virginia corporation (“**Seller**”), located at 10463 Wilden Drive, Ashland, Virginia 23005, in favor of R. A. Pearson Company, a Washington corporation d/b/a Pearson Packaging Systems (“**Buyer**”), located at 8120 W. Sunset Hwy., Spokane, WA 99224, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer, Seller, Johannes Jacobus Maria de Koning and Jacobus Francis Mouris, dated as of the date hereof (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has sold, assigned, transferred, conveyed and delivered to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in, to and under the following (the “**Assigned IP**”):
  - (a) the patents and patent applications set forth in **Schedule 1** hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;
  - (b) the trademark registrations and applications set forth in **Schedule 2** hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof; provided that, with respect to the United States intent-to-use trademark applications set forth in **Schedule 2** hereto (if any), the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;
  - (c) the copyright registrations and applications for registration set forth in **Schedule 3** hereto and all issuances, extensions and renewals thereof;
  - (d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
  - (e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. Relationship to Asset Purchase Agreement. This IP Assignment is being delivered pursuant to the Asset Purchase Agreement and will be construed consistently therewith. This IP Assignment is not intended to, and does not, in any manner enhance, diminish or otherwise modify the rights and obligations of the parties under the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Washington, without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

FLEXICELL, INC.

By: 

Name: Johannes de Koning

Title: CEO

Address for Notices:

10463 Wilden Drive  
Ashland, VA 23005

AGREED TO AND ACCEPTED:

R. A. PEARSON COMPANY

By: 

Name: Michael A. Sorske

Title: President + CEO

Address for Notices:

R. A. Pearson Company  
8120 W. Sunset Hwy.  
Spokane, WA 99224

SIGNATURE PAGE TO IP ASSIGNMENT

## SCHEDULE 1

### ASSIGNED PATENTS AND PATENT APPLICATIONS

Application No.	Application Date	Patent No.	Patent Date	Title
08995941	12/22/97	5943842	08/31/99	ADJUSTABLE SUCTION HEAD
10178185	06/21/02	6835042	12/28/04	Robotic Loading Cell for Molded Utensils
10910703	08/03/04	7134833	11/14/06	Servo Adjustable Gripper Device
13192076	07/27/11	9199426	12/01/15	Tier Cap Folding Apparatus and Method
13360154	01/27/12	9037421	05/19/15	Leak Detection System for uniform Vacuum

**SCHEDULE 2**

**ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS**

Serial Number	File Date	Reg. Number	Reg. Date	Word Mark	Class	Live/Dead
74462472	August 5, 2015	1907071	July 25, 1995	FLEXICELL	007	Live

**SCHEDULE 3**  
**ASSIGNED COPYRIGHTS REGISTRATIONS AND APPLICATIONS**

None.