

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6185425

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GENPAK LLC	06/18/2020
GREAT PACIFIC ENTERPRISES LIMITED PARTNERSHIP	06/18/2020
RECEIVING PARTY DATA	
Name:	C.P. CONVERTERS, INC.
Street Address:	15 GRUMBACHER ROAD
City:	YORK
State/Country:	PENNSYLVANIA
Postal Code:	17406
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	RE47175
Patent Number:	8408790
Patent Number:	9498930
CORRESPONDENCE DATA	
Fax Number:	(212)698-3599
<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:	2126983500
Email:	miranda.mitchell@dechert.com
Correspondent Name:	ALEXANDER TAGAWA
Address Line 1:	1095 AVENUE OF THE AMERICAS
Address Line 4:	NEW YORK, NEW YORK 10036-6797
NAME OF SUBMITTER:	ALEXANDER TAGAWA
SIGNATURE:	/Alexander Tagawa/
DATE SIGNED:	07/06/2020
Total Attachments: 6	
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of June 22, 2020 (the "Effective Date") by and between Genpak LLC, a limited liability company organized under the laws of New York, Great Pacific Enterprises LP, a limited partnership organized under the laws of Ontario (together with Genpak LLC, the "Assignors") and C.P. Converters, Inc., a corporation organized under the laws of Pennsylvania ("Assignee").

WHEREAS, Assignors, Assignee and the other parties thereto entered into an Asset Purchase Agreement dated as of June 22, 2020 (the "APA") under which Assignors agreed to assign certain intellectual property to Assignee; and

WHEREAS, Assignors desire to assign to Assignee all of their right, title and interest in and to the Acquired Intellectual Property (as defined in the APA) other than the Acquired Intellectual Property included in the Canada Assets (as defined in the APA), and Assignee desires to acquire same, in each case on the terms and subject to the conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

1. Assignors do hereby sell, transfer, assign and deliver unto Assignee, and Assignee hereby assumes and accepts, all of Assignors' worldwide rights, title and interests in and to all Acquired Intellectual Property (other than Acquired Intellectual Property included in the Canada Assets), including without limitation: (a) the patents and patent applications listed on Exhibit A hereto, and including all provisional applications, continuation and continuation-in-part applications, continued prosecution applications, and substitute and divisional applications claiming the benefit of the filing date of or priority to the foregoing; all patents of addition of the foregoing; all continued examinations, re-examinations, inter partes review and post-grant review certificates of the foregoing; all amendments, reissues, and extensions of the foregoing; all divisional, validations, supplementary perfection certifications and extensions of the foregoing; all patents or patent applications that claim priority to or from the foregoing; and all inventions claimed by any of the foregoing; all rights to claim priority to the foregoing under any of the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty and other applicable bilateral or multilateral treaties, (b) all rights under which an inventor, author or other person is obligated to assign ownership to any of the foregoing; (c) all registrations and applications for the foregoing, and all common law rights in the foregoing; (d) all rights to request, apply for, file and register the foregoing; (e) all defenses relating to or arising from the foregoing and all rights of action arising from the foregoing, including without limitation all claims for damages or lost profits by reason of present, past and future infringement, misappropriation, violation, misuse, breach or default of the foregoing and all present, past and future rights to sue and collect damages or lost profits or seek injunctive relief for any such infringement, misappropriation, violation, misuse, breach and default of the foregoing; (f) all income, royalties and any other payments now and hereafter due and/or payable to Assignors in respect of the foregoing; and (g) all copies and tangible embodiments or descriptions of any of the foregoing, in whatever form or medium, in each case for all of the foregoing, to be held and enjoyed by Assignee

for its own use and benefit and for its successors and assigns as the same would have been held by Assignors had this assignment not been made.

2. Assignors promptly shall execute and deliver, at Assignee's cost, such documents, and do and perform such acts and things as Assignee may reasonably request to give effect to, document and record, perfect and enforce the assignment herein recited, and such other documents including without limitation recordable intellectual property assignments as may be required to give full effect to and to perfect the rights of Assignee under this Assignment in and to the Acquired Intellectual Property worldwide.

3. Assignors hereby authorize and request the U.S. Commissioner of Patents and Trademarks, and any other applicable U.S. intellectual property office or agency, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Acquired Intellectual Property (other than Acquired Intellectual Property included in the Canada Assets).

4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Delaware. This Assignment may be executed in the original or by facsimile in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

The undersigned parties, by their authorized representatives, have executed this Assignment of Intellectual Property as of the date first written above:

"ASSIGNEE":

C.P. Converters, Inc.

By: 

Name: Michael Hoffman

Title: President and Chief Executive Officer

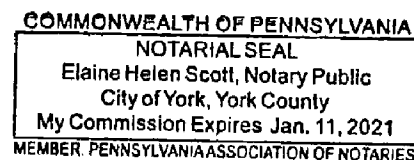
County of York)
State of Pennsylvania) SS.

On this 11 day of June, in the year 2020, before me, Elaine Helen Scott Notary Public, personally appeared Michael Hoffman, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Pennsylvania that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature Elaine Helen Scott (Seal)
(Notary Public)



[Signature Page to US IP Assignment]

“ASSIGNORS”:

Genpak LLC


By: 
Name: Ryan Barrington-Foote
Title: Authorized Signatory

County of CANADA)
) SS.
Province of BRITISH COLUMBIA)

On this 18 day of June, in the year 2020, before me, Ryan Barrington-Foote, Notary Public, personally appeared Ryan Barrington-Foote, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Province of British Columbia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)
(Notary Public)

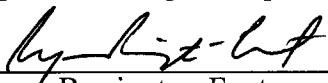
NICOLAS DESMARAIS
Barrister & Solicitor
1800 - 1067 West Cordova Street
Vancouver, B.C.
V6C 1C7

[Signature Page to US IP Assignment]

PATENT
REEL: 053122 FRAME: 0797

Great Pacific Enterprises Limited Partnership

By: Genpak Ltd., its general partner

By: 
Name: Ryan Barrington-Foote
Title: Vice-President

County of CANADA)
Province of BRITISH COLUMBIA) SS.

On this 18 day of June, in the year 2020, before me, Nick Desmarais,
Notary Public, personally appeared Ryan Barrington-Foote, who proved to me on the
basis of satisfactory evidence to be the person whose name is subscribed to the within
instrument, and acknowledged to me that he/she executed the same in his/her authorized
capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of
which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Province of British Columbia
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)
(Notary Public)

NICOLAS DESMARAIS
Barrister & Solicitor
1800 - 1067 West Cordova
Vancouver, B.C.
V6C 1C7

[Signature Page to US IP Assignment]

PATENT
REEL: 053122 FRAME: 0798

EXHIBIT A

PATENTS AND PATENT APPLICATIONS

<u>Title</u>	<u>Registration No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Owner</u>
Compostable single-cup brew lid	RE47,175	15/468,945	March 24, 2017	Genpak LP
Liquid package and uses thereof	8,408,790	12/905,533	October 15, 2010	Great Pacific Enterprises Limited Partnership
Packaging roll stock with windows	9,498,930	11/486,784	July 14, 2006	Genpak LP