

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6187764

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
POLYMER LOGISTICS (ISRAEL) LTD.	06/01/2020
RECEIVING PARTY DATA	
Name:	CLEANPAL HOLDCO, LP
Street Address:	1175 PEACHTREE STREET
Internal Address:	SUITE 1900
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30361
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	29693789
Application Number:	29693851
Application Number:	29693860
Application Number:	29693862
Application Number:	16686157
CORRESPONDENCE DATA	
Fax Number:	(650)251-5002
<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:	6502515073
Email:	jnull@stblaw.com
Correspondent Name:	CORINA MCINTYRE
Address Line 1:	2475 HANOVER STREET
Address Line 4:	PALO ALTO, CALIFORNIA 94304
ATTORNEY DOCKET NUMBER:	003212/0005
NAME OF SUBMITTER:	J. JASON MULL
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	07/07/2020
Total Attachments: 6	

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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this “Assignment Agreement”), dated June 25, 2020 and effective as of January 1, 2020 (the “Effective Date”), is entered into by and between Polymer Logistics (Israel) Ltd., a private company with limited liability incorporated under the laws of Israel, registered with the Israeli Corporations Authority under number 511702466 (the “Assignor”), and CleanPal Holdco, LP, a Delaware limited partnership (the “Assignee”). Assignor and Assignee are each referred to individually as a “Party” and together as the “Parties.”

WHEREAS, pursuant to the Asset Purchase Agreement dated as of March 23, 2020 (the “Purchase Agreement”), among Assignee, Assignor, Polymer Logistics Inc., and Polymer Logistics (UK) Limited, Assignor has agreed to sell, transfer, convey and assign to Assignee, and Assignee agreed to purchase, acquire and accept from Assignor, all of Assignor’s right, title and interest in, to and under certain of the Assignor’s patents and patent applications, including as set forth in Schedule A, together with any continuations, continuations-in-part, divisionals, renewals, provisionals, substitutions, extensions, reexaminations and reissues thereof (collectively, “Patents”);

NOW THEREFORE, for good and valuable consideration, including as set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. Assignment. Assignor hereby irrevocably assigns, transfers and conveys to the Assignee all of Assignor’s right, title and interest in, to and under the Patents, including the rights, as applicable: (i) to sue and recover damages and obtain other equitable relief for present and future infringement, dilution, misappropriation or other violation or conflict associated with such Patents, (ii) to collect future royalties, damages, proceeds and other payments under such Patents, (iii) to claim priority based on such Patents under the laws of any jurisdiction and/or under international conventions or treaties, (iv) to prosecute, register, maintain and defend such Patents before any public or private agency, office or registrar and (v) to fully and entirely stand in the place of Assignor and its affiliates, as applicable, in all matters related to such Patents as if this Assignment Agreement had not been made.

SECTION 2. Recordation. Assignor hereby authorizes Assignee to record this Assignment with any relevant governmental authority so as to perfect its ownership of the Patents. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, officials of corresponding entities or agencies in any applicable jurisdictions, and any other relevant authority, to transfer all registrations and registration applications for the Patents to Assignee as assignee of Assignor’s right, title and interest therein, in accordance with this Assignment Agreement, and to issue to Assignee all registrations which may issue with respect to any applications for intellectual property rights included in such Patents.

SECTION 3. Further Assurances. From and after the Effective Date, upon Assignee’s reasonable request and at Assignee’s expense, Assignor shall cooperate with

Assignee to execute, acknowledge and deliver all instruments and take or cause to be taken all actions as may be reasonably required to convey and transfer to and vest in Assignee and protect its right, title and interest in, to and under all of the Patents, and as otherwise may be appropriate to carry out the transactions contemplated by this Assignment Agreement.

SECTION 4. Subject to Purchase Agreement. This Assignment Agreement is being executed solely to give effect to the transactions contemplated by the Purchase Agreement. Nothing in this Assignment Agreement, express or implied, is intended to, or will be construed to, modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this Assignment Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement will govern.

SECTION 5. Governing Law. This Assignment Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of New York, without giving effect to the conflict of laws rules thereof to the extent that the application of the law of another jurisdiction would be required thereby.

SECTION 6. Counterparts. This Assignment Agreement may be executed simultaneously in one or more counterparts (including by facsimile or electronic .pdf submission), and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Patent Assignment Agreement as of the Effective Date.

AGREED AND ACCEPTED:

Polymer Logistics (Israel) Ltd.

By: 
Name: Scott Smith
Title: CFO

Signature Page to Patent Assignment Agreement

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Patent Assignment Agreement as of the Effective Date.

AGREED AND ACCEPTED:

Polymer Logistics (Israel) Ltd.

By: 
Name: Elad Fabrikant
Title: Global director of finance and accounting

CleanPal Holdco, LP

By: CleanPal Holdco GP, L.C., its general
partner

By:  _____

Name: Gideon Feiner

Title: Chief Executive Officer

Signature Page to Patent Assignment Agreement

SCHEDULE A**PATENTS**

Country	Owner	Title	Application Date	Application Number
U.S.	Polymer Logistics (Israel) Ltd.	Nestable Pallet	5-Jun-19	29/693,789
U.S.	Polymer Logistics (Israel) Ltd.	Nestable Pallet	5-Jun-19	29/693,851
U.S.	Polymer Logistics (Israel) Ltd.	Upper deck for nestable pallet	5-Jun-19	29/693,860
U.S.	Polymer Logistics (Israel) Ltd.	Upper deck for nestable pallet	5-Jun-19	29/693,862
U.S.	Polymer Logistics (Israel) Ltd.	A PRODUCT TRANSPORTATION SYSTEM	17-Nov-19	16/686,157
RCD	Polymer Logistics (Israel) Ltd.	Nestable Pallet	5-Dec-19	7339452
RCD	Polymer Logistics (Israel) Ltd.	Upper deck for nestable pallet	5-Dec-19	7340641
Great Britain (UK)	Polymer Logistics (Israel) Ltd.	Nestable Pallet	4-Dec-19	6078287; 6078288; 6078289; 6078290
Great Britain (UK)	Polymer Logistics (Israel) Ltd.	Upper deck for nestable pallet	4-Dec-19	6078291; 6078292; 6078293; 6078294
Japan	Polymer Logistics (Israel) Ltd.	Nestable Pallet	5-Dec-19	2019-27030
Japan	Polymer Logistics (Israel) Ltd.	Nestable Pallet	5-Dec-19	2019-27031
Japan	Polymer Logistics (Israel) Ltd.	Upper deck for nestable pallet	5-Dec-19	2019-27032
Japan	Polymer Logistics (Israel) Ltd.	Upper deck for nestable pallet	5-Dec-19	2019-27033

PATENT**RECORDED: 07/07/2020****REEL: 053137 FRAME: 0163**