

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6531667

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NOVIPAX LLC	12/01/2020
RECEIVING PARTY DATA	
Name:	NOVIPAX INC.
Street Address:	2215 YORK ROAD, SUITE 504
City:	OAKBROOK
State/Country:	ILLINOIS
Postal Code:	60523
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	62641048
Application Number:	15952879
CORRESPONDENCE DATA	
Fax Number:	(612)340-8827
<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:	16123402600
Email:	ip.docket@dorsey.com
Correspondent Name:	DORSEY & WHITNEY LLP
Address Line 1:	50 SOUTH SIXTH STREET, SUITE 1500
Address Line 2:	INTELLECTUAL PROPERTY PRACTICE GROUP
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402-1498
NAME OF SUBMITTER:	EMMA HUTTON
SIGNATURE:	/Emma Hutton/
DATE SIGNED:	02/03/2021
Total Attachments: 12	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“Assignment Agreement”), effective as of December 1, 2020 (“Effective Date”), is by and among Novipax LLC, a Delaware limited liability company (“Seller” or “Assignor”) and Novipax Inc., a Nevada corporation (“Company”).

A. Pursuant to that certain Stock and Asset Purchase Agreement dated as of November 4, 2020 (as it may be amended, restated or otherwise modified from time to time, the “Purchase Agreement”), by and among Seller, Company and Novipax Buyer, L.L.C., a Delaware limited liability company (“Purchaser”), the parties thereto have agreed to effect the acquisition of 100% of the outstanding stock of Company and certain Acquired Assets (as defined in the Purchase Agreement), upon the terms and subject to the conditions set forth in the Purchase Agreement;

B. Pursuant to the Purchase Agreement, the execution and delivery of this Assignment Agreement is a condition precedent to the closing of the transactions contemplated by the Purchase Agreement; and

C. Assignor is willing to assign all rights it may have in and to the subject matter of clauses (a) and (b) of “Acquired Intellectual Property,” as that term is defined in the Purchase Agreement, (collectively, the “Assigned Intellectual Property”) on the terms and subject to the conditions set forth in this Assignment Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Company, Assignor and Company agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Purchase Agreement.

2. Assignment. Effective as of the Effective Date, Assignor, on behalf of itself and its Affiliates, hereby irrevocably sells, transfers, assigns, sets over and conveys to the Company, its successors and assigns, all of Assignor’s worldwide right, title and interest in and to all Assigned Intellectual Property, including without limitation all worldwide right, title and interest in and to all of the following included in the Assigned Intellectual Property:

(a) utility patents, utility model patents, design patents and industrial designs and inventors’ certificates, all applications for and inventions disclosed in any of the foregoing, including all provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of any of the foregoing and all rights to claim priority of any of the foregoing, including the patents and patent applications identified in Exhibit A attached hereto (the “Patents”), any related or corresponding United States provisional or non-provisional application embodying the inventions described in the Patents or any other United States application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted therefrom, or any application claiming the benefit of a non-provisional application under 35 U.S.C. §120, including all divisions, continuations, reexaminations, and reissues thereof and all patents that may be granted thereon, including any other counterparts thereto worldwide, patents of addition, utility models, inventors’ certificates, industrial property protection, patent rights and

right to claim priority thereto in any country, and all extensions and renewals thereof existing now or in the future, including, without limitation, all applications for patents, utility models and designs that may hereafter be filed for in any country or countries other than the United States, together with the right to file such applications under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and all forms of industrial property protection, including without limitation, patents, utility models, inventors' certificates and designs, which may be granted in any country or countries foreign to the United States and all extensions, renewals and reissues therefor;

(b) trademarks, service marks, certification marks, trade dress, trade names and logos, corporate names, fictitious business names, domain names, social media accounts and other indicia of origin, including the trademarks, trademark registrations, trademark applications and domain names identified in Exhibit A (the "Trademarks"), all registrations and applications for any of the foregoing, renewals and extensions thereof, the ongoing and existing business of Assignor to which the Trademarks pertain, all goodwill associated with any of the foregoing, and any other trademark, service mark or trade dress confusingly similar to any of the foregoing;

(c) works of authorship, copyrights and design rights, mask works, software (in object code and source code form), and databases, all registrations and applications for any of the foregoing, renewals and extensions thereof and all moral rights associated with any of the foregoing;

(d) ideas, inventions, invention disclosures, improvements, algorithms, data, technology, specifications, designs, drawings, images, samples, proprietary information, trade secrets, know-how, compositions, formulas, methods, processes, manufacturing techniques, customer lists, supplier lists and financial information;

(e) all other intellectual property and proprietary rights in, arising out of, in connection with or in relation to any of the foregoing (collectively, the "Assigned IP"), the same to be held and enjoyed by Company, its successors and assigns;

(f) all of Assignor's right to file patent, trademark and copyright applications in the United States and throughout the world for the Assigned IP in the name of the Company, its successors and assigns; and

(g) all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights to causes of action and remedies, related to any of the Assigned IP, including without limitation all proceeds to infringement suits, the right to sue and prosecute for past, present and future infringement, misappropriation or other violation of rights related to the Assigned IP, and all rights corresponding thereto throughout the world for the Assigned IP rights assigned herein.

3. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign jurisdictions, whose duty is to issue patents, trademarks or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Company and to record Company as owner of the Patents and Trademarks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Company, its successors, assigns or other legal representatives.

4. Further Assurances. Assignor shall provide the Company, its successors and assigns with assistance as it may reasonably request, at the sole expense of Company (other than with respect to Assignor's review and execution of short form assignments and related documents required to record this assignment in any specific jurisdiction, which shall be at Assignor's own expense), for the full utilization of the rights granted in Section 1, above, including, without limitation, upon request by the Company to execute and cause its Affiliates and its and their current or former employees or contractors to execute, as applicable, all applications and any further assignments or other documents or instruments, sign all lawful papers, and make all rightful oaths necessary or desirable to carry out the purposes or intent of this Assignment Agreement and to aid the Company or its successors, assigns or other legal representatives to obtain and enforce proper protection for the Assigned IP in all jurisdictions and to record the Company as owner of the Assigned IP, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of the Company, its successors, assigns or other legal representatives. Without limiting the foregoing, Assignor will reasonably assist Company in transferring all domain names that are Assigned IP, including as applicable, placing each of the domain names in "unlocked" status and provide to Company the Internet domain name registrars' transfer authorization codes for each of the domain names and any other information required to effectuate the transfer of Assignor's right, title and interest in the domain names to Company.

5. General.

(a) Entire Agreement. This Assignment Agreement, together with the Purchase Agreement, the Purchaser Parent Guaranty, the Confidentiality Agreement and each other Transaction Document supersede all prior discussions, understandings and agreements, both written and oral, between the parties with respect to the subject matter hereof and thereof, and contain the sole and entire agreement between the parties with respect to the subject matter hereof and thereof.

(b) No Waiver. Any term or condition of this Assignment Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Assignment Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Assignment Agreement on any future occasion.

(c) Amendments. Any provision of this Assignment Agreement may be modified, supplemented or waived only by an instrument in writing duly executed by Assignor and Company. Any such modification, supplement or waiver shall be for such period and subject to such conditions as shall be specified in the instrument effecting the same and shall be binding upon each of the parties hereto.

(d) Captions. The captions and section headings appearing in this Assignment Agreement are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Assignment Agreement.

(e) Severability. Any provision of this Assignment Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Assignment Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In the event any such prohibition

or unenforceability, the application of such provision will be interpreted so as to reasonably effect the intent of the parties and the parties shall use commercially reasonable efforts to replace such prohibited or unenforceable provision with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such prohibited or unenforceable provision.

(f) Counterparts. This Assignment Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties to this Assignment Agreement may execute this Assignment Agreement by signing any such counterpart. Delivery of an executed signature page of this Assignment Agreement by electronic mail .PDF attachment or other electronic image scan transmission shall be as effective as delivery of a manually executed counterpart of this Assignment Agreement.

(g) Governing Law; Submission to Jurisdiction; Selection of Forum; Waiver of Trial by Jury.

i. This Assignment Agreement is governed by and will be construed in accordance with the Laws of the State of New York without giving effect to any choice or conflict of Law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York.

ii. THE PARTIES HEREBY IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF (i) FEDERAL COURT OF THE SOUTHERN DISTRICT OF NEW YORK TO THE EXTENT THAT SUCH COURT HAS OR CAN EXERCISE JURISDICTION AND (ii) THE NEW YORK STATE COURTS IN NEW YORK, NEW YORK, TO THE EXTENT THAT THE FEDERAL COURT FOR THE SOUTHERN DISTRICT OF NEW YORK DOES NOT HAVE OR CAN NOT EXERCISE JURISDICTION, AND EACH PARTY HEREBY CONSENTS TO THE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH SUIT, ACTION OR PROCEEDING AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING THAT IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. DURING THE PERIOD A LEGAL DISPUTE THAT IS FILED IN ACCORDANCE WITH THIS SECTION IS PENDING BEFORE A COURT, ALL ACTIONS, SUITS OR PROCEEDINGS WITH RESPECT TO SUCH LEGAL DISPUTE OR ANY OTHER LEGAL DISPUTE, INCLUDING ANY COUNTERCLAIM, CROSS-CLAIM OR INTERPLEADER, SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF SUCH COURT. EACH PARTY HEREBY WAIVES, AND SHALL NOT ASSERT AS A DEFENSE IN ANY LEGAL DISPUTE, THAT (A) SUCH PARTY IS NOT SUBJECT THERETO, (B) SUCH ACTION, SUIT OR PROCEEDING MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN SUCH COURT, (C) SUCH PARTY'S PROPERTY IS EXEMPT OR IMMUNE FROM EXECUTION, (D) SUCH ACTION, SUIT OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR (E) THE VENUE OF SUCH ACTION, SUIT OR PROCEEDING IS IMPROPER. A FINAL JUDGMENT IN ANY ACTION, SUIT OR PROCEEDING DESCRIBED IN THIS SECTION FOLLOWING THE EXPIRATION OF ANY PERIOD PERMITTED FOR APPEAL AND SUBJECT TO ANY STAY DURING APPEAL SHALL BE CONCLUSIVE AND MAY

BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY APPLICABLE LAWS.

iii. THE PARTIES HERETO EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ASSIGNMENT AGREEMENT, ANY OF THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS. SELLER AND PURCHASER EACH HEREBY (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHERS HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF ANY ACTION, SUIT OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (ii) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT AGREEMENT, ANY OF THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement on and as of the date first indicated above.

ASSIGNOR

COMPANY


NOVIPAX LLC

NOVIPAX INC.

By: _____

Name: Sam G. Astor

Title: Vice President

By:  _____

Name: Ronald Leach

Title: President

[Signature Page to Intellectual Property Assignment Agreement]

PATENT
REEL: 055132 FRAME: 0169

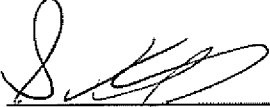
IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement on and as of the date first indicated above.

ASSIGNOR

COMPANY

NOVIPAX LLC

NOVIPAX INC.

By: 
Name: Sam G. Astor
Title: Vice President

By: _____
Name: Ronald Leach
Title: President

[Signature Page to Intellectual Property Assignment Agreement]

PATENT
REEL: 055132 FRAME: 0170

State of Connecticut:
County of Fairfield :

Personally appeared before me the above-named Sam G. Astor, to me well known, who signed the foregoing Assignment Agreement on behalf of Novipax LLC in my presence on the date thereof and acknowledged the same to be his/her voluntary act and deed.

Kathleen Dillon
Notary Public

My commission to expire on February 28, 2024.

KATHLEEN DILLON
NOTARY PUBLIC
MY COMMISSION EXPIRES FEBRUARY 28, 2024

EXHIBIT A

Assigned IP

Patents and Patent Applications

Country	Title	Owner	App. No. Filing Date	Patent No. Issue Date
Canada	Absorbent fluff and tissue laminate pads for food packaging	Novipax LLC	3,033,968 2/15/2019	
United States	Absorbent pad with tissue laminate active layer and wood fluff	Novipax LLC	62/641,048 3/9/2018 (expired)	
United States	Absorbent Fluff and Tissue Laminate pads for food packaging	Novipax LLC	15/952,879 4/13/2018 (claims priority of 62/641,048)	

Trademark Applications

Country	Mark	Owner	Class	App. No. Filing Date
China	DRI-LOC	Novipax, LLC	17	36649328 3/6/2019
Mexico	NOVIPAX	Novipax, LLC	16	M1657013 9/14/2015
United States	NATUREPAD	Novipax, LLC	16	90/039,291 7/7/2020

Trademark Registrations

Country	Mark	Owner	Class	Reg. No. Reg. Date
Brazil	PAD-LOC	Novipax, LLC	17	824912152 5/2/2007

Country	Mark	Owner	Class	Reg. No. Reg. Date
Canada	DRI-LOC	Novipax, LLC	16	368652 5/11/1990
Canada	HOT-LOC	Novipax, LLC	16	732513 1/16/2009
Canada	NOVIPAX	Novipax, LLC	6, 16, 20 & 21	995746 5/2/2018
Canada	PAD-LOC	Novipax, LLC	16	608497 4/26/2004
European Union	DRI-LOC	Novipax, LLC	16 & 17	003526498 4/5/2005
Japan	DRI-LOC ドライロック	Novipax, LLC	16	2513619 3/31/1993
Mexico	DRI-LOC	Novipax, LLC	16	424228 6/16/1992
Mexico	PAD-LOC	Novipax, LLC	16	757406 7/30/2002
Mexico	PAD-LOC FRESH	Novipax, LLC	16	1776169 7/19/2017
New Zealand	DRI-LOC	Novipax, LLC	16	211391 12/23/1993
Singapore	DRI-LOC	Novipax, LLC	16	T9107298E 8/2/1991
Taiwan	DRI-LOC	Novipax, LLC	16	00579470 12/16/1992
United States	CELLU LINER	Novipax, LLC	17	5003836 7/19/2016
United States	DRI-LOC	Novipax, LLC	16	1185727 1/12/1982
United States	HOT-LOC	Novipax, LLC	16	3086373 4/25/2006

Country	Mark	Owner	Class	Reg. No. Reg. Date
United States	MULTI-LOC	Novipax, LLC	16	5565136 9/18/2018
United States	NOVIPAX	Novipax, LLC	16 & 20	5096192 12/6/2016
United States	PAD-LOC	Novipax, LLC	16	4651430 12/9/2014
United States	PAD-LOC FRESH	Novipax, LLC	16	5287034 9/12/2017
United States	PLY-CEL	Novipax, LLC	16	5142137 2/14/2017

Domain name registrations

Domain Name	Owner	Expiration Date
Novipax.com	Novipax LLC	2/20/2023
Paperpakindustries.com	Novipax LLC	10/19/2023
meatpad.com	Novipax LLC	4/29/2022
meatpads.com	Novipax LLC	5/3/2022
NOVIPAC.COM	Novipax LLC	2/20/2023
oilzap.com	Novipax LLC	5/12/2022
paper-pakindustries.com	Novipax LLC	8/28/2022
pp-industries.com	Novipax LLC	10/19/2023
soakerpad.com	Novipax LLC	5/3/2022
ultrazap.com	Novipax LLC	5/15/2022
zap-pad.com	Novipax LLC	5/28/2022
zap-pads.com	Novipax LLC	5/28/2022
zap-soaker.com	Novipax LLC	5/28/2022
zappads.com	Novipax LLC	5/28/2022
zapsoaker.com	Novipax LLC	5/28/2022
zapsoaker.net	Novipax LLC	1/13/2023

Material unregistered trademark and service marks

Mark	Owner
DRI-LOC PREMIER	Novipax, LLC
DRI-LOC THEFTSENSOR	Novipax, LLC