

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7955146

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FOLDEDPAK, INC.	12/06/2022
RECEIVING PARTY DATA	
Name:	TRANSFORMATION PACKAGING LLC
Street Address:	263 MILLIKEN DRIVE, UNIT A
City:	HEBRON
State/Country:	OHIO
Postal Code:	43025
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	14790373
Application Number:	15205503
Application Number:	16028565
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	jborrego@merchantgould.com
Correspondent Name:	MERCHANT & GOULD P.C.
Address Line 1:	P.O. BOX 2903
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402-0903
ATTORNEY DOCKET NUMBER:	19324.0005_0006_0012USU1
NAME OF SUBMITTER:	ANDREW L. JAGENOW
SIGNATURE:	/Andrew L. Jagenow/
DATE SIGNED:	05/16/2023
Total Attachments: 6	
source=2023_05_16_ASSGNMT_FOLDEDPAK_TO_TP_19324_0005USU1_0006USU1_AND_0012USU1#page1.tif	
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PATENT ASSIGNMENT

This Agreement is made as of December 6, 2022, between **FOLDEDPAK, INC.**, a Colorado corporation having a principal place of business at 263 Milliken Drive, Unit A, Hebron, Ohio 43025 (hereinafter, the "Assignor") and **TRANSFORMATION PACKAGING LLC**, a Delaware limited liability company having a principal place of business at 263 Milliken Drive, Unit A, Hebron, Ohio 43025 (hereinafter, the "Assignee").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of the date hereof ("Asset Purchase Agreement") pursuant to which Assignee will purchase all of the assets ("Purchased Assets") from Assignor used by Assignor, prior to Assignee's acquisition thereof; and

WHEREAS, the Purchased Assets include the patents of Assignor listed on Schedule A attached hereto (the "Patents"); and

WHEREAS, Assignor has agreed to assign the Patents to the Assignee.

NOW THEREFORE, in consideration of the premises, Assignor hereby agrees with Assignee as follows:

1. Assignor hereby irrevocably grants, assigns and conveys to Assignee the entire right, title and interest in and to the Patents as more fully described on Schedule A hereto, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof.
2. Assignor covenants and warrants that:
 - (a) Assignor is the owner of the Patents, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses and shop rights; and
 - (b) Assignor has the unqualified right to enter into this Agreement and perform its terms.
3. Assignor agrees that it will not enter into any agreement (including, without limitation, any license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Assignee's prior written consent.
4. Assignor agrees to take any and all steps, if any, necessary to record the assignment of the Patent to Assignee with the United States Patent and Trademark Office, at the Assignee's expense.

5. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by Assignee in connection with this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Patents, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, shall be borne and paid by Assignee.

6. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

7. This Agreement is subject to modification only by a writing signed by the parties.

8. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

9. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Delaware.

10. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

SCHEDULE A

Patents

See attached.

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