

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI793326

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
ADCHEM CORP.			06/30/2017
RECEIVING PARTY DATA			
Company Name:	Berry Specialty Tapes, LLC		
Street Address:	101 Oakley Street		
City:	Evansville		
State/Country:	INDIANA		
Postal Code:	47710		
PROPERTY NUMBERS Total: 2			
Property Type	Number		
Patent Number:	5922428		
PCT Number:	US9818570		
CORRESPONDENCE DATA			
Fax Number:	6027168028		
<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:	6023647000		
Email:	pxbcipdocketing@bclplaw.com		
Correspondent Name:	Julie Eslick		
Address Line 1:	Bryan Cave Leighton Paisner LLP		
Address Line 2:	Two N Central Avenue, Suite 2100		
Address Line 4:	Phoenix, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	1142246.000117		
NAME OF SUBMITTER:	JULIE ESLICK		
SIGNATURE:	/JULIE ESLICK/		
DATE SIGNED:	01/30/2025		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (“**IP Assignment**”), dated as of June 30, 2017, is made by Adchem Corp., a New York corporation (“**Seller**”), in favor of Berry Specialty Tapes, LLC, a Delaware limited liability company (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Seller, Buyer, Berry Global, Inc., a Delaware corporation, and John Pufahl and Robert Pufahl, each an individual resident of the State of New York, dated as of May 18, 2017 (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer the Intellectual Property (as such term is defined in the Purchase Agreement), and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, the Intellectual Property, all rights of any kind whatsoever of Seller accruing under the Intellectual Property provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, 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 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. Notwithstanding the foregoing, Intellectual Property constituting Excluded Assets shall not be conveyed, transferred or assigned hereby.

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 reasonably requested by Buyer, including the execution of any documents, files, registrations, or other similar items, to ensure that the Intellectual Property is properly assigned to Buyer or its successor or permitted assigns.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. Without limiting the foregoing this IP Assignment is subject to Section 2.10 of the Purchase Agreement.

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.

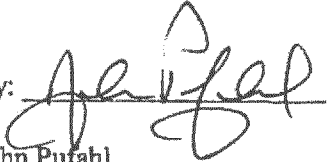
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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 New York, without giving effect to any choice or conflict of law provision or rule which would apply the laws of another jurisdiction.

[SIGNATURE PAGE FOLLOWS]

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

ADCHEM CORP.

By: 

John Pufahl

Address: 12 Van Wyck Lane
Huntington, New York 11743

AGREED TO AND ACCEPTED:

BERRY SPECIALTY TAPES, LLC

By: _____

Jason Greene, Chief Legal Officer
Address: 101 Oakley Street
Evansville, Indiana 47710

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

ADCHEM CORP.

By: _____

John Pufahl
Address: 12 Van Wyck Lane
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AGREED TO AND ACCEPTED:

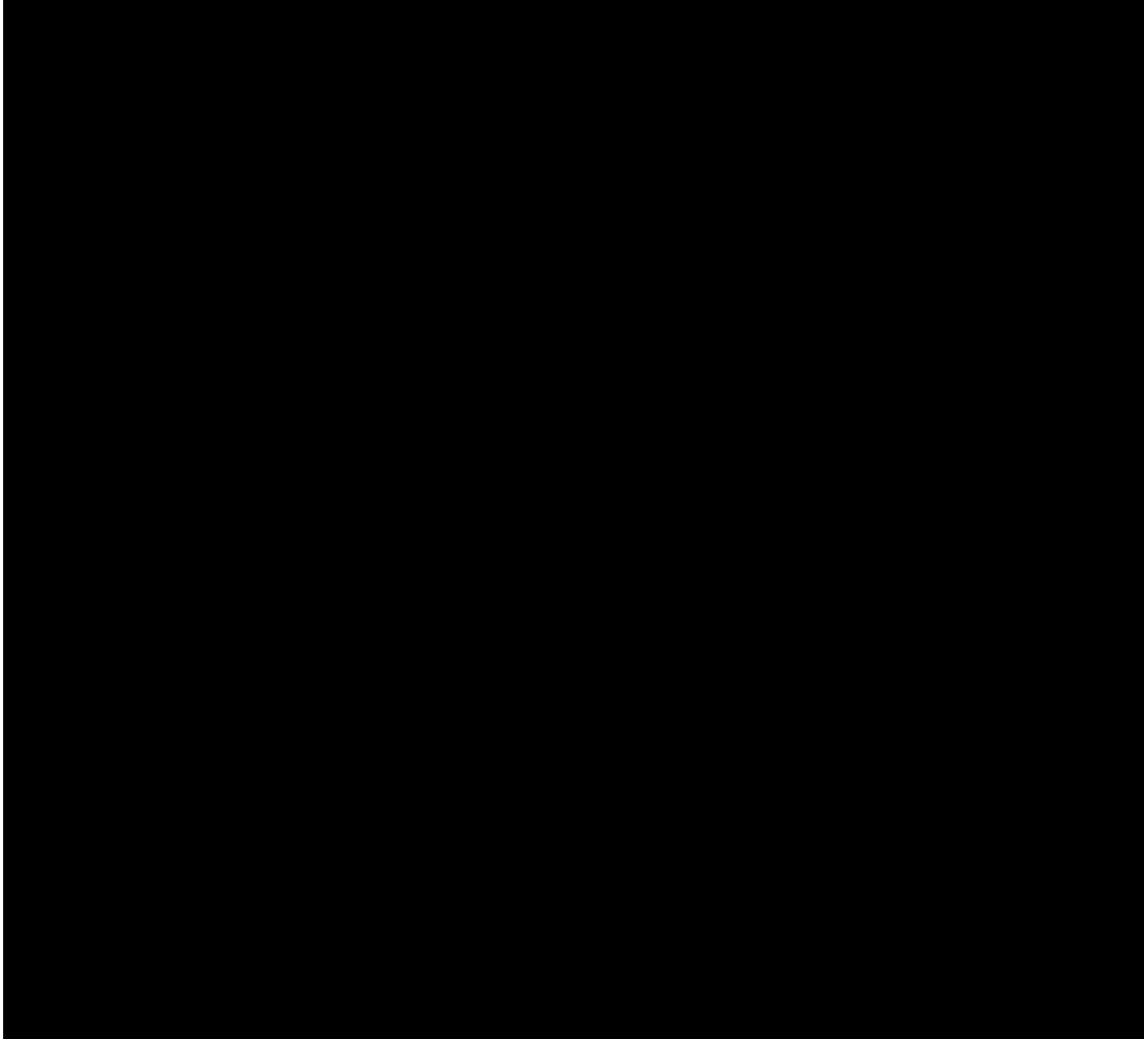
BERRY SPECIALTY TAPES, LLC

By:  _____

Jason Greene, Chief Legal Officer
Address: 101 Oakley Street
Evansville, Indiana 47710

Section 4.11(b)

Company Intellectual Property



Patents:

<u>Title</u>	<u>Serial Number</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Filing Date</u>	<u>Other</u>
Method and Kit for Adhesively Bonding	947786			9/18/1992	
Method and Kit for Adhesively Bonding	8190695	5419797	5/30/1995	2/2/1994	FWC
Method and Kit for Adhesively Bonding	2144649	2144649	6/28/2005	9/15/1993	PCT Canada
Method and Kit for Adhesively Bonding		660862			PCT EPO

Sterilizable Package with Improved Seal	8931394	5922428	7/13/1999	9/16/1997	
Sterilizable Package with Improved Seal	PCT/US98/18570				PCT
Drainage Plane Flashing Material*	11/818284 (Application Number)			6/14/2007	
Flashing Tape*	13/328235 (Application Number)			12/16/2011	

Trademarks:

<u>Title</u>	<u>Serial Number</u>	<u>Number</u>	<u>Issue Date</u>	<u>Filing Date</u>	<u>Other</u>
TM – Adchem	76419468	2777474	10/28/2003	6/11/2002	
TM – The Adhesive Tape Engineers	76347763	2626992	9/24/2002	12/11/2001	
TM – The Adhesive Tape Engineers	77/575784	3618928	5/12/2009	9/22/2008	U.S.
TM – Adchem the Adhesive Tape Engineers	76347760	2659012	12/10/2002	12/11/2001	
TM – Admount	77/857352	3906350	1/18/2011	10/26/2009	
TM – Enviromount					
TM – Valubond	78216579	3086069	4/25/2006	2/19/2003	
TM – Adbond					
TM – Adchem – The Foam Bonding Tape Experts	87/176693			9/20/2016	
TM – Newflash*	86/165834	4927983	3/29/2016	1/15/2014	
TM – Drain Flash*	85/190200	4126403	4/10/2012	12/3/2010	
TM – Rainflash*	87/377858			3/20/2017	
TM – Drain Plain 9000*					
TM – Drain Plane Technology*					
TM – Drainage Plane Surface Technology*					
TM – Rainflash*					

*JP IP to be assigned to Seller prior to the Closing Date.