# H \$40.00 24977

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM363162 Stylesheet Version v1.2

SUBMISSION TYPE: CORRECTIVE ASSIGNMENT

NATURE OF CONVEYANCE: Corrective Assignment to correct the Name of Receiving Party previously recorded on Reel 002683 Frame 0659. Assignor(s) hereby confirms the Assignment.

#### **CONVEYING PARTY DATA**

| Name                   | Formerly | Execution Date | Entity Type           |
|------------------------|----------|----------------|-----------------------|
| Freund Container, Inc. |          | 01/23/2003     | CORPORATION: ILLINOIS |

### **RECEIVING PARTY DATA**

| Name:           | Berlin Packaging L.L.C.             |
|-----------------|-------------------------------------|
| Street Address: | 111 North Canal Street, Suite 300   |
| City:           | Chicago                             |
| State/Country:  | ILLINOIS                            |
| Postal Code:    | 60606                               |
| Entity Type:    | LIMITED LIABILITY COMPANY: DELAWARE |

#### **PROPERTY NUMBERS Total: 1**

| Property Type        | Number  | Word Mark        |  |
|----------------------|---------|------------------|--|
| Registration Number: | 2497782 | FREUND CONTAINER |  |

#### **CORRESPONDENCE DATA**

**Fax Number:** 3127595646

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.

Phone: 312.357.1313

Email: enolan@btlaw.com

Correspondent Name: Barnes & Thornburg LLP

Address Line 1: PO Box 2786

Address Line 4: Chicago, ILLINOIS 60690-2786

ATTORNEY DOCKET NUMBER: 65328-100

NAME OF SUBMITTER: Elizabeth A. Nolan

SIGNATURE: /Elizabeth A. Nolan/

DATE SIGNED: 11/20/2015

#### **Total Attachments: 4**

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> TRADEMARK REEL: 005673 FRAME: 0546

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TRADEMARK REEL: 005673 FRAME: 0547

| FOR! PTO-1618 - 'PECO   | 03-06-2                                      | 2003  |                   | U.S. DEPARTMENT OF COMMERCE  |
|---|--|---|-------------------|--|
| FOR! PTO-1618<br>(Rev 11/99)<br>OMB No. 0651-0011 (exp. 6/99)   |  | (B.B. Bist BAU 188)   | HEET              | Patent and Trademark Office TRADEMARK  |
|   |  |   |                   |  |
| To the Honorable Commissioner for Pa  | 102381                                       |   | <u> </u>          | nal document(s) or copy(ies).  |
| Name of conveying party(ies):   | -403   | Name and add  |                   | 9/   |
| Freund Container, Inc.  |  |   |                   | ging L.L.C.  |
| ☐ Individual(s) ☐ Association   |  | Street Address: 111 North Canal Street, Suite 300<br>Chicago, Illinois 60606  |                   |  |
| General Partnership Limited Par   | rtnership                                    |   |                   |  |
| □ Corporation  □ Other:   |  | ☐ Individual(s)<br>☐ Association  |                   |  |
| Citizenship/State of Incorporation/Organization:  | Illinois<br>(es 🕅 No                         | General Partnership   |                   |  |
| Additional name(s) of conveying party(ies) attached?   Yes Execution date:   January 23, 2003   | . 55 KN 140                                  | ☐ Limited Partnership ☐ Corporation   |                   |  |
| 3. Nature of conveyance:  |  | Other:  |                   |  |
|   | 10   | ,   | -                 | ation: Delaware  |
| <ul><li>☐ Security Agreement</li><li>☐ License</li><li>☐ Other:</li><li>☐ Change of Name</li><li>☐ Nunc Pro Tunc Assignment</li></ul>   |  | If assignee is not domiciled in the United States, a domestic representative designation is attached:  (Designations must be a separate document from assignment) |                   |  |
| Effective Date: January 23, 2003  | -  | Additional name(s) &  | address(es) a     | attached? ☐ Yes ⊠ No   |
| A. Nature of submission:  ⊠New  |  |   |                   | <u>"1</u>  |
| Resubmission (Non-Recordation) Document ID#   |  |   |                   |  |
| Correction of PTO error  Reel #: Frame #:   |  |   |                   |  |
| Corrective Document  Reel #: Frame #:   |  |   |                   |  |
|   |  | SNEV DOCKET NO  | . 04              | 5451-0005  |
| <ol> <li>Application number(s) or registration numb</li> <li>Trademark Application No.(s)</li> </ol>  | νοι(ο <i>)</i> . ΑΙΙΟΙ<br>                   | B. Trader   | <u> </u>          | rations No.(s)   |
| A. Traceman Application No.(3)  |  | 2   | 2,497 <u>,782</u> | in the state of th |
|   | dditional augustus att                       | ached? □Yes ⊠No   |                   |  |
| 6. Correspondent name and address:  | aditional numbers atti                       | 7. Total number   | of propertie      | es involved:1  |
| MICHAEL BEST & FRIEDRICH L  | .LC  | Total pages including cover sheet & attachments:4   |                   |  |
| Attorneys At Law<br>401 North Michigan Avenue, Suite  | 1900   | -   |                   | \$ 40.00   |
| Chicago, Illinois 60611-4212  |  | ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐   | J. N. J. 71)      | <u>4</u>   |
| Direct telephone calls to: Martin L. Stern at telephone no. (312) 222-0800 or fax no. (312) 22  | <u>1                                    </u> | 1   | d to be chare     | ged to deposit account #50-1965  |
| CERTIFICATE OF MAILING  |  | Authorization to charge additional fees to deposit account  |                   | ·  |
| I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail, postage prepaid, in an envelope   |  | #50-196   |                   |  |
| addressed to: Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231 on  |  | (Attach duplicate c   | opy of this p     | age if paying by deposit account)  |
| Date: 2/24/03 Typed name: Dawn Te   | rnig   |   |                   |  |
| DO NOT USE THIS SPACE   |  |   |                   |  |
| 8. Statement and signature:   |  |   |                   |  |
| To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized. |  |   |                   |  |
| / Martin L. Stern Mwth Loss 2/24/03   |  |   |                   |  |
| Name of Person Signing Signature  Date  |  |   |                   |  |
| Mail documer ts to b  | e recorded with r                            | equired cover she   | et informati      | ion to:  |
| I would do a little to a  |  |   |                   |  |

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03/05/2003 6T0H11 00000063 2497782 Commissioner for Patents & Trademarks, Box Assignments 40.00 OP

Washington, DC 20231

**TRADEMARK** 

REEL: 000003ET/RANNE: 0659 **REEL: 005673 FRAME: 0548** 

# ASSIGNMENT OF TRADEMARKS

WHEREAS, FREUND CONTAINER, INC., an Illinois corporation having offices located at 155 West 84<sup>th</sup> Street. Chicago, Illinois 60620 ("ASSIGNOR"), owns all right, title and interest in and to the trademarks and registrations therefor listed on Schedule A attached hereto and made a part hereof and the goodwill of the business symbolized by the aforesaid trademarks; and

WHEREAS, BERLIN PACKAGING, L.L.C., a Delaware limited liability company having offices located at 111 North Canal Street, Suite 300, Chicago, Illinois 60606 ("ASSIGNEE"), has entered into that certain Asset Purchase Agreement dated January 23, 2003 (the "Agreement") by and among ASSIGNOR, Kenneth G. Freud and ASSIGNEE; and pursuant thereto desires to acquire all of ASSIGNOR's right, title and interest in and to the aforesaid trademarks and registrations therefor listed on attached Schedule A and the goodwill of the business symbolized by said trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said ASSIGNOR has sold, transferred, and assigned and by these presents does hereby sell, transfer, and assign to ASSIGNEE, its successors, assigns and legal representatives, all of the right, title, and interest in and to said trademarks and registrations therefor listed on attached Schedule A, and the goodwill of the business symbolized by said trademarks, together with all rights under any applicable international treaties and agreements, the same to be held and enjoyed by ASSIGNEE for its own use and benefit and the use and benefit of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR, together with all income, royalties, damages or payments resulting from or attributable to activity or conduct after the effective date of this Assignment, including, without limitation, all worldwide rights to the aforesaid trademarks and registrations therefor, the goodwill of the business symbolized by said trademarks and the right to sue and collect for all future and present infringements thereof, including infringements which may have occurred prior to the execution of this Assignment.

ASSIGNOR agrees: (a) to execute (i) all necessary papers throughout the world to be used in connection with the trademarks and registrations therefor listed on attached Schedule A as ASSIGNEE may deem necessary or expedient, (ii) all papers in connection with any interference, legal or other proceedings throughout the world to maintain, protect or enforce, or otherwise relating to, the trademarks and registrations therefor listed on attached Schedule A, and (iii) all papers and documents which may be necessary throughout the world in connection with the preparation and filing of any foreign applications for the trademarks and registrations therefor listed on attached Schedule A; (b) to cooperate with ASSIGNEE at ASSIGNEE's expense in every way reasonably possible in obtaining evidence and going forward in any such proceedings throughout the world; and (c) at ASSIGNEE's expense to perform all other affirmative acts which in ASSIGNEE's reasonable discretion may be necessary or desirable throughout the world to maintain, protect or enforce the trademarks and registrations therefor listed on attached Schedule A. These obligations of assistance by ASSIGNOR shall survive closing related to the asset purchase agreement between ASSIGNOR and ASSIGNEE and shall continue for so long as ASSIGNEE may require such assistance from ASSIGNOR.

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ASSIGNOR represents and warrants to ASSIGNEE that: it is the sole and exclusive owner of all right, title and interest throughout the world in and to the trademarks and registrations therefor listed on attached Schedule A, free of any liens or encumbrances; and it has the right to enter into this Assignment and full power to convey to ASSIGNEE all right, title and interest in and to the trademarks and registrations therefor listed on attached Schedule A and will not make any agreement in conflict with this Assignment.

Notwithstanding the foregoing, no provision of this Assignment shall in any way modify, replace, amend, change, rescind, waive or in any way affect the express provisions (including the warranties, covenants, agreements, conditions, representations or any of the obligations and indemnifications, and the limitations related thereto, of Seller or of Purchaser) set forth in the Agreement.

ASSIGNOR hereby grants to the law firm of Michael Best & Friedrich LLC, 401 North Michigan Avenue, Suite 1900, Chicago, Illinois 60611 authority and power to insert on this instrument any further information which may be necessary or desirable for identifying any of the trademarks or trademark registrations listed on attached Schedule A for purposes of recordation in the United States Patent and Trademark Office or in any foreign country.

IN WITNESS WHEREOF this Assignment has been duly executed by an authorized officer of ASSIGNOR and is effective as of January 23, 2003.

FREUND CONTAINER, INC.

Name: Kenneth G. Freund

Title: President

Dated: January 23, 2003

STATE OF That ) ss. COUNTY OF ( ) ss.

I, to en Mile, do hereby certify that the above-mentioned person appeared before me this day, and acknowledged that this Assignment was signed and delivered as the free and voluntary act of said person on behalf of the identified corporation with authority to do so, for the uses and purposes therein set forth.

Given under my hand and seal this 23rd day of January, 2003.

RECORDED: 03/04/2003

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## **SCHEDULE A**

# **REGISTERED TRADEMARK**

| Date of Registration | Trademark        | Country/Register | Registration No. |
|----------------------|------------------|------------------|------------------|
| Oct. 16, 2001        | FREUND CONTAINER | U.S.A.           | 2,497,782        |

# **COMMON LAW TRADEMARKS/TRADE NAMES**

FREUND CAN COMPANY

FREUND CONTAINER INC.

FREUND LOGO DESIGN

HARD TO FIND CONTAINERS

**CAN'ALOG** 

**CONTAINERS ON CALL** 

S:\CLIENT\015451\0005\C0181403.1

**RECORDED: 11/20/2015** 

TRADEMARK

**REEL: 005673 FRAME: 0551**