

TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

ETAS ID: TM440939

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/17/2014		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marq Packaging Systems, Inc.		12/17/2014	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Marq Packaging Systems II, LLC		
Street Address:	3801 W. Washington Avenue		
City:	Yakima		
State/Country:	WASHINGTON		
Postal Code:	98903		
Entity Type:	Limited Liability Company: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1454904	MARQ	
Registration Number:	0936581	MARQ	
CORRESPONDENCE DATA			
Fax Number:	2062240779		
<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:	2066828100		
Email:	efiling@cojk.com		
Correspondent Name:	Alina S. Morris		
Address Line 1:	Christensen O'Connor Johnson Kindness		
Address Line 2:	1201 3rd Ave, Suite 3600		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	MARQ-2-217/3800		
NAME OF SUBMITTER:	Alina S. Morris		
SIGNATURE:	/Alina S. Morris/		
DATE SIGNED:	08/28/2017		
Total Attachments: 14			
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**MEMBERSHIP AGREEMENT
OF
MARQ PACKAGING SYSTEMS II, LLC**

ORGANIZED UNDER CHAPTER 25.15 OF THE REVISED CODE OF WASHINGTON

This Membership Agreement (this "Agreement") is entered into this 17th day of December, 2014, by RAINIER MANAGEMENT CORP., a Delaware corporation, (collectively the "Manager") and MARQUIS OPERATING LIMITED PARTNERSHIP, a Nevada limited partnership, (the "Member").

RECITALS:

A. Marq Packaging Systems, Inc. is a limited partner in and contributes to the operation of the businesses of Marquis Operating Limited Partnership (the "Partnership") together with other limited partners and with the Manager as the general partner thereof;

B. The current structure of the Partnership and its constituent operating limited partners, collectively, (the "Constituents") is confusing and has affected the financial presentation of results of operations to lenders and other business counterparties thereof;

C. To simplify the organization of the Partnership and its Constituents, the Partnership, the manager, and each of the Constituents have entered a plan of reorganization involving the substitution of manager managed limited liability companies to be wholly owned by the Partnership as successors to the operations of the Constituents;

D. The Company is a successor to the operation of Marq Packaging Systems, Inc., one of the Constituents as to the business formerly operated thereby (the "Core Business") as more properly defined below;

E. The reorganization of which the formation and transfer of the Company's Interests from Marq Packaging Systems, Inc. to the Partnership together with all like formations and transfers involving Constituents are intended to constitute and constitute formation of disregarded entities as provided in Treas. Reg., Sec. 301.7701-3 and nontaxable transfers of property of the Constituents to the Partnership for interests therein as more properly described in Code Section 721;

F. The reorganization of which the formation of the Company and the transfer of its Interests to the Partnership is a part is not in derogation of the rights of any creditors of the Partnership or its Constituents; and,

G. The adoption of this Agreement is effective immediately after the reorganization of the Partnership and its constituents.

NOW, THEREFORE, the terms and conditions under which the Company as a limited liability company formed under the laws of Washington State are to be organized and operated are as follows:

SECTION I DEFINED TERMS

The following capitalized terms shall have the meanings and shall be subject to the conditions specified in this Section I. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings and shall be subject to the conditions respectively ascribed to them, or in the absence thereof provided in the Act.

(a) "Act" means Chapter 25.15 of the Revised Code of Washington as in effect at the date of the adoption hereof.

(b) "Act of the Manager" means any action authorized by the Manager or Managers which is within the scope of its, his, or their individual authority and, where there are more than two (2) Managers, any such action when adopted by a majority or such greater percentage as is provided herein, at a meeting held for such purpose, or unanimously if such action is approved without the formality of such meeting.

(c) "Act of the Member" means any act approved by the Member.

(d) "Agreement" means this Agreement, as amended from time to time.

(e) "Certificate of Dissolution" means the document prepared and filed with the Secretary of State of Washington evidencing the completion of the dissolution and termination of the Company.

(f) "Certificate of Formation" means the document adopted by the initial Member or organizers of the Company meeting the requirements of and filed with the Secretary of State of Washington pursuant to Sections 25.15.070 and 25.15.095 of the Act.

(g) "Code" means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

(h) "Company" means MARQ PACKAGING SYSTEMS II, LLC, or any other limited liability company organized in accordance with this Agreement.

(i) "Contribution" means the amount or value in cash, property, use of property, services, or promise to provide same, valued at fair market value, which a

Member delivers to the Company for his, hers, or its Interest therein.

(j) "Contribution Agreement" means an agreement including this Agreement, whether written or oral, between a Person and the Company, under which:

(i) the Person agrees to make a contribution, in cash, property, or services in the future to the Company, including the consideration identified in Section 1.01 hereof but subject to the obligations to be assumed by the Company contemporaneous therewith; and

(ii) the Company agrees that, at the time specified for the contribution in the future, the Company will accept such contribution, reflect the contribution at its value in the Required Records, issue to the Person a specified number of Interests in each case identified to a specific class of Interests, and accord the Person status as a Member as to the Interests so issued.

(k) "Core Business" means the Company's business of owning the assets, subject to liabilities and operating the business formerly operated by Marq Packaging Systems, Inc., and engaging in any other business approved by Act of the Member which may be legally conducted by a limited liability company in the State of Washington or any other state in which the Company operates its business.

(l) "Default Rule" means a rule stated in the Act:

(i) which structures, defines, or regulates the finances, governance, operations, or other aspects of a limited liability company organized the Act, and

(ii) which applies except to the extent it is negated or modified through the provisions hereof or the Company's Certificate of Formation.

(m) "Dissociation of a Member" or "Dissociation" means an event which terminates the continuing Membership of a Member when the Company has notice or knowledge of an event (including, without limitation, an event that leaves a Member without any Interest).

(n) "Engagement Agreements" mean any agreement, written or oral, between the Company and any Manager or Member by which such Manager or Member is retained to perform services.

(o) "Fiscal Year" means the annual period upon which the Company files its federal tax return for federal tax purposes, and, otherwise.

(p) "Governance Protocols" means the agreements of the Member or Manager adopted from time to time by Act of the Member to regulate the governance and operation of the Company which shall not be considered a part hereof for purposes other than federal taxation but shall control as to the subject matter thereof.

(q) "Initial Member" means Marq Packaging Systems, Inc.

(r) "Interest" means a Person's share of the Profits and Losses of, and the right to receive distributions from, the Company. There shall be one (1) class of Interests, all representing an equal interest in profits and losses and, initially an equal capital account, as adjusted and maintained pursuant to Section 704 of the Code or, if the Company is a disregarded entity, under principals similar thereto.

(s) "Interest Holder" means, any Person who holds an Interest, whether as a Member or as an unadmitted assignee of a Member.

(t) "Involuntary Withdrawal" means, with respect to the Member the occurrence of any of the following events:

(i) the making of an assignment for the benefit of creditors;

(ii) the filing of a voluntary petition of bankruptcy;

(iii) the adjudication as a bankrupt or insolvent or the entry against the Member of an order for relief in any bankruptcy or insolvency proceeding;

(iv) the filing of a petition or answer seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation;

(v) the seeking, consenting to, or acquiescence in the appointment of a trustee for, receiver for, the Member or of all or any substantial part of the properties of either of them;

(vi) the filing of an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding described in Subsections (i) through (v) hereof;

(vii) any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, or similar relief under any statute, law, or regulation, continues for one hundred twenty (120) days after the commencement thereof, or the appointment of a trustee, receiver, or liquidator for the Member or all or any substantial part of the properties of either of them, which appointment is not vacated or stayed for one hundred twenty (120) days or, if the appointment is stayed, for one hundred twenty (120) days after the expiration of the stay during which period the appointment is not vacated; or

(viii) If the Member is a natural Person, that Person's death or incompetency, and, otherwise, the termination of the existence, legal or equitable, of the Member.

(u) "Joinder Agreement" means any agreement, written or oral, by which a Transferee agrees to become a Member and the Company agrees to accept such Transferee as a Member except to the extent that such Person enters a Contribution Agreement with the Company with respect to admittance to Membership.

(v) "Manager" means RAINIER MANAGEMENT CORP. or any other Person duly appointed by Act of the Member after the Termination of the Manager to manage the business of the Company, as well as any Person who serves in an interim capacity under that Article. The Manager exercise the powers ordinarily exercised by the Board of Directors of a Washington corporation.

(w) "Member" means the Member that executes this Agreement, and any other Person signing this Agreement and any Person who subsequently is admitted as a member of the Company as reflected on the Required Records.

(x) "Membership Rights" means all of the rights of a Member in the Company, including a Member's:

(i) Interest;

(ii) Right to inspect the Company's books and records;

(iii) Right to participate in the management of and vote on matters coming before the Company by Act of the Member; and

(iv) Unless this Agreement or the Certificate of Formation provide to the contrary, right to act as an agent of the Company as approved by Act of the Manager.

(y) "Permitted Transferee" means the Partnership, any Member, any Person controlled by, controlling, or under common control with such Member, any partner or beneficiary of a Member, any sibling, spouse, parent or issue of a Member or any partner, beneficiary or trustee thereof, or any trust for the benefit of or estate arising from the death, dissolution, or incapacity of any of the foregoing.

(z) "Person" means a natural Person, domestic or foreign limited liability company, corporation, partnership, limited partnership, joint venture, association, business trust, estate, trust, enterprise, and any other legal entity.

(aa) "Profit" and "Loss" means for each taxable year of the Company (or other period for which Profit or Loss must be computed) the Company's taxable income or loss determined in accordance with the Code.

(bb) "Required Records" means those records that Section 25.15.135 of the Act requires the Company to maintain.

(cc) "Successor" means all Persons, other than Members, to whom all or any part of an Interest is transferred either because of:

(i) the sale or gift by the Member of all or any part of his Interest,

(ii) an assignment of the Member's Interest due to the Member's Involuntary Withdrawal, or

(iii) because the Member is liquidated, or if a natural Person dies or becomes incompetent and the personal representative, guardian, attorney in fact, trustee, heirs, or legatees thereof fail to become Successor Members.

(dd) "Termination of the Company" means, as defined in Article VIII of the Act, the end of the Company's legal existence.

(ee) "Termination of Manager" means the Withdrawal of the Manager named herein, any event affecting the Manager that would constitute an Involuntary Withdrawal if Manager were substituted for Member in Subsection 1(r), or the removal of the Manager by Act of the Member, by eighty percent (80%) vote determined by reference to the allocation of base Profit and Losses, exclusive of guaranteed payments as defined in Section 707(c) of the Code or preferred allocations of profits for use of property or for services.

(ff) "Transfer" means, when used as a noun, any voluntary sale, hypothecation, pledge, assignment, attachment, or other transfer, voluntary or involuntary, with or without consideration, and, when used as a verb, means voluntarily to sell, hypothecate, pledge, assign, or otherwise transfer.

(gg) "Transferee" means the Successor to any Interest of a Member as a result of such Members' Transfer or Dissociation.

(hh) "Treas. Reg." means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

(ii) "Withdrawal," means a Member's Dissociation from the Company by any means and the Manager's voluntary termination of its services as such.

SECTION II FORMATION AND NAME; OFFICE; PURPOSE; TERM

2.1. **ORGANIZATION.** LESLIE A. POWERS has organized the Company as a limited liability company pursuant to the Act and the provisions of this Agreement and,

for that purpose, has caused Certificate of Formation to be prepared, executed and filed pursuant to the Act on December 17, 2014.

2.2. **NAME OF THE COMPANY.** The name of the Company is "MARQ PACKAGING SYSTEMS II, LLC." The Company may do business under that name and under any other name or names upon which is selected by Act of the Manager in its sole discretion. If the Company does business under a name other than that set forth in its Certificate of Formation, then the Company shall file a trade name certificate as required by law.

2.3. **PURPOSE.** Company is organized to operate its Core Business and own assets necessary or appropriate for such purpose. In the conduct of its Core Business, the Company shall have all powers granted or permitted thereto by the Act.

2.4 **TERM.** Unless otherwise dissolved and its affairs wound up, the Company shall continue for the maximum term permitted under the Act.

2.5. **PRINCIPAL OFFICE.** The principal office of the Company in the State of Washington shall be located at 3801 W. Washington, Yakima 98903 or at any other place within the State of Washington selected by Act of the Manager, in its sole discretion.

2.6. **RESIDENT AGENT.** The name and address of the Company's resident agent in the State of Washington shall be Diahann Curtis, 3801 W. Washington, Yakima, Washington 98903.

2.7. **MEMBERS.** The name, present mailing address, and taxpayer identification number of the Member and Manager is set forth on Schedule A.

SECTION III MEMBERS; CAPITAL; CAPITAL ACCOUNTS

3.1. **INITIAL CAPITAL CONTRIBUTIONS.** Prior to the transfer of the Interest to the Member and by execution hereof, the acceptance of the Member as a member herein, the initial Member under Contribution Agreement contributed the cash and property set forth on Schedule B, the Company issued thereto this Interest and the Company commenced business.

3.2. **NO OTHER CAPITAL CONTRIBUTIONS REQUIRED.** No Member shall be required to contribute any additional capital to the Company, and except as set forth in the Act, no Member shall have any personal liability for any obligations of the Company.

3.3. **LOANS.** Any Member or Manager or any affiliate of either may, at any time, make or cause a loan to be made to the Company in any amount and on those terms upon which the Company and the Member agree.

**SECTION IV
PROFIT, LOSS, AND DISTRIBUTIONS**

4.1. **DISTRIBUTIONS OF CASH FLOW.** To the extent not properly reserved for the capital and working capital costs of the Company as reasonably determined by the Manager, the Cash Flow for each taxable year of the Company shall be distributed to the Member no later than seventy-five (75) days after the end of the taxable year.

4.2. **ALLOCATION OF PROFIT OR LOSS.** All Profit or Loss shall be to the Member or among Members in proportion to their Interests or as provided in any Form K-1s circulated or issued to Members or any analog thereof which shall be final as of the filing date of the federal income tax return, if any, of the Company. The Form K-1 for each year shall be considered a part of the Agreement for purposes of Code Sec. 761 only.

4.3. **LIQUIDATION AND DISSOLUTION.** If the Company is liquidated, the assets of the Company shall be distributed to the Member or to a Successor or Successors.

**SECTION V
MANAGEMENT: RIGHTS, POWERS, AND DUTIES**

5.1. **MANAGEMENT.** Except as provided in any applicable Governance Protocols, the Company shall be managed solely by the Manager.

5.2. **PERSONAL SERVICES.** Except as provided in any applicable Contribution Agreement or Joinder Agreement, no Member shall be required to perform services for the Company solely by virtue of being a Member.

5.3. **LIABILITY AND INDEMNIFICATION.**

(a) Neither the Member nor Manager shall be liable, responsible, or accountable, in damages or otherwise, to the Company for any act performed by the Member or Manager with respect to Company matters within the scope of authority conferred pursuant hereto, except for fraud.

(b) The Company shall indemnify the Member and Manager for any act performed by him with respect to Company matters to the extent permitted by the Act.

(c) The Company shall at all times remain in compliance with the conditions of Section 25.15.060 of the Act necessary to be entitled to rely on the entity disregard law applicable to corporations in the State of Washington.

**SECTION VI
TRANSFER OF INTERESTS AND WITHDRAWALS OF MEMBERS**

6.1. **TRANSFERS.** The Member, may Transfer all, or any portion of, or its interest or rights in, its Membership Rights to one or more Successors, except that such Successors shall become Members only if they are Permitted Transferees or are otherwise admitted by Act of the Member by eighty percent (80%) vote determined by reference to the allocation of base income, exclusive of guaranteed payments as defined in Section 707(c) of the Code or preferred allocations of profits for use of property or for services, and by Act of the Manager.

6.2. **TRANSFER TO A SUCCESSOR.** In the event of any Transfer of all or any part of the Interest of the Member to a Successor, the Successor shall thereupon become a Member and the Company shall be continued if the Successor is a Permitted Transferee or otherwise accepted as provided in Section 6.1 hereof.

6.3 **RIGHTS OF SUCCESSOR.** Upon the Withdrawal or Involuntary Withdrawal of a Member or the Transfer of the Interest of a Member or any part thereof to a Person that does not immediately become a Member, such Person shall be a Successor and the rights thereof in the Company shall be that of an Assignee under Section 25.15.255 and 25.15.260 of the Act.

**SECTION VII
DISSOLUTION, LIQUIDATION, AND
TERMINATION OF THE COMPANY**

7.1. **EVENTS OF DISSOLUTION.** The Company shall be dissolved upon the happening of any of the following events:

- (a) When the period fixed for its duration in Section 2.4 has expired; or
- (b) If the Company is dissolved by Act of the Member.

The Company shall not dissolve merely because of the Member's Withdrawal or Involuntary Withdrawal unless there is then no other Member.

7.2. **PROCEDURE FOR WINDING UP AND DISSOLUTION.** If the Company is dissolved, the affairs of the Company shall be wound up. On winding up of the Company, the assets of the Company shall be distributed, first, to creditors of the Company in satisfaction of the liabilities of the Company, and then to the Persons who are the Members or Assignees thereof of the Company in proportion to their Interests.

7.3. **FILING OF CERTIFICATE OF DISSOLUTION.** If the Company is dissolved, Certificate of Dissolution shall be promptly filed as provided in Section 25.15.295 of the Act. If there are no remaining Members, the Certificate of Dissolution

shall be filed by the last Person to be a Member; if there are no remaining Members, or a Person who last was a Member, the Articles shall be filed by the legal or personal representatives of the Person who last was a Member.

SECTION VIII BOOKS, RECORDS, ACCOUNTING, AND TAX ELECTIONS

8.1. **BANK ACCOUNTS.** All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The Manager, by Act of the Manager shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

8.2. **BOOKS AND RECORDS.** The Manager shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of the transactions with respect to the conduct of the Company's business. The books and records shall be maintained in accordance with sound accounting principles and practices.

8.3. **ANNUAL ACCOUNTING PERIOD.** The Fiscal Year of the Company shall be a calendar year. The Company's taxable year shall be selected by the Manager, subject to the requirements and limitations of the Code.

SECTION IX GENERAL PROVISIONS

9.1. **ASSURANCES.** The Member and Manager shall execute all such certificates and other documents and shall do all such filing, recording, publishing, and other acts as the Manager deems appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.

9.2. **APPLICABLE LAW.** All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Washington.

9.3. **SECTION TITLES.** The headings herein are inserted as a matter of convenience only, and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

9.4. **BINDING PROVISIONS.** This Agreement is binding upon, and inures to the benefit of the Member ands Manager, their heirs, executors, administrators, personal and legal representatives, Successors, and Permitted Transferees.

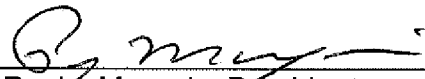
9.5. **TERMS.** Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.

9.6. **SEPARABILITY OF PROVISIONS.** Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

IN WITNESS WHEREOF, RAINIER MANAGEMENT CORP. as Manager and MARQUIS OPERATING LIMITED PARTNERSHIP, succeeding to the Interest of the initial Member, executed, or caused this Agreement to be executed, as Member and Manager, as of the date set forth hereinabove.

MANAGER:


RAINIER MANAGEMENT CORP.,
a Delaware corporation,

By 
Rocky Marquis, President

MEMBER:

MARQUIS OPERATING LIMITED
PARTNERSHIP, a Nevada limited partnership,

By Rainier Management Corp., a
Delaware corporation, its General
Partner,

By 
Rocky Marquis, President

SCHEDULE A AND B TO MEMBERSHIP AGREEMENT

NAME, ADDRESS, AND TAXPAYER IDENTIFICATION NUMBER OF MEMBER AND MANAGER	PERCENTAGE	CONSIDERATION PAID
<p align="center">Marquis Operating Limited Partnership, as Transferee and successor Member to Marq Packaging Systems, Inc., Member 3801 W. Washington Yakima, WA 98903</p> <p>Taxpayer I.D. No. 91-2036371</p>	<p align="center">100%</p>	<p>The fixed and assets of the initial member used in its trade or business as determined by the accountant for the Company and attached hereto when such determination is made</p>
<p align="center">Rainier Management Corp., Manager 3801 W. Washington Yakima, WA 98903</p> <p>Taxpayer I.D. No. 91-1632433</p>	<p align="center">N/A</p>	<p align="center">N/A</p>

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