# OP \$115.00 081476

#### TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wellman, Inc.		01/27/2010	CORPORATION: DELAWARE
Fiber Industries, Inc.		01/27/2010	CORPORATION: DELAWARE

#### RECEIVING PARTY DATA

Name:	Johnsonville Acquisition Company LLC		
Street Address:	P.O. Box 188		
Internal Address:	520 Kingsburg Highway		
City:	Johnsonville		
State/Country:	SOUTH CAROLINA		
Postal Code:	29555		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

#### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark	
Registration Number:	0814764	WELLAMID	
Registration Number:	2179096	WELLAMID ECOLON	
Registration Number:	1445793	WELLPET	
Registration Number:	3651991	PIRAMID	

#### CORRESPONDENCE DATA

Fax Number: (202)628-8844

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-624-2500

Email: rswann@crowell.com
Correspondent Name: Crowell & Moring LLP

Address Line 1: PO Box 14300

Address Line 2: Intellectual Property Group

Address Line 4: Washington, DISTRICT OF COLUMBIA 20044-4300

TRADEMARK REEL: 004139 FRAME: 0261

900153293

ATTORNEY DOCKET NUMBER:	099150.0000020-TR TO WELL		
NAME OF SUBMITTER:	Todd D. Rosenberg, Esq.		
Signature:	/s/ Todd D. Rosenberg, Esq.		
Date:	01/28/2010		
Total Attachments: 10 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif source=Trademark Assignment#page6.tif source=Trademark Assignment#page7.tif source=Trademark Assignment#page8.tif source=Trademark Assignment#page9.tif source=Trademark Assignment#page9.tif			

#### AMENDED AND RESTATED TRADEMARK ASSIGNMENT

This AMENDED AND RESTATED TRADEMARK ASSIGNMENT ("Assignment") is made and entered into this January, 2010, with effect as of October 22, 2008 (the "Effective Date"), by and between Wellman, Inc., a corporation formed under the laws of the State of Delaware ("Assignor"), Fiber Industries, Inc., a corporation formed under the laws of the State of Delaware ("Fiber Industries"), and Johnsonville Acquisition Company LLC, a limited liability company formed under the laws of the State of Delaware ("Assignee").

WHEREAS, Assignor is the owner of the United States trademark registrations and applications for registration set forth on <u>Schedule A</u> attached hereto and the foreign trademark registrations and applications for registration set forth on <u>Schedule B</u> attached hereto, together with the goodwill associated therewith (collectively, the "<u>Trademarks</u>");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of October 22, 2008 (the "Agreement");

WHEREAS, pursuant to the Agreement, Assignee has purchased substantially all of the assets of the business of Assignor in which Assignor has used the Trademarks, including the Trademarks;

WHEREAS, pursuant to the Agreement, Assignor has agreed to assign to Assignee, and Assignee has agreed to acquire from Assignor, all of Assignor's right, title and interest in and to the Trademarks; and

WHEREAS, notwithstanding the notation in the records of the United States Patent and Trademark Office indicating that Fiber Industries (along with Assignor) had granted a security interest against the Trademarks to certain lenders and reflecting Fiber Industries as an assignee with respect to the release of such security interest against the Trademarks, Fiber Industries disclaims that it has any right, title or interest in or to any of the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, assigns, conveys and delivers unto Assignee Assignor's entire right, title and interest in and to the Trademarks, for all countries, including, without limitation, any registrations and applications therefor, any renewals of the registrations, and all other corresponding rights that are or may be secured under the laws of any country, now or hereafter in effect, and together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all rights to sue and recover damages for any past, present or future infringement, unfair competition, dilution or other unauthorized use of the Trademarks, the same to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Fiber Industries hereby disclaims any right, title or interest in or to any of the Trademarks and confirms that it does not have any right, title or interest in or to any of the Trademarks. For the avoidance of doubt, and, for good and valuable consideration, the receipt and sufficiency is hereby acknowledged, Fiber Industries hereby sells, transfers, assigns, conveys and delivers unto

Assignee Fiber Industries' entire right, title and interest, if any, in and to the Trademarks, for all countries, including, without limitation, any registrations and applications therefor, any renewals of the registrations, and all other corresponding rights that are or may be secured under the laws of any country, now or hereafter in effect, and together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all rights to sue and recover damages for any past, present or future infringement, unfair competition, dilution or other unauthorized use of the Trademarks, the same to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Fiber Industries if this Assignment had not been made.

For the avoidance of doubt, the assignments contemplated hereby also include the assignment of any right, title or interest in and to the Trademarks acquired by Assignor or Fiber Industries upon the release of any security interest in the Trademarks on or after the Effective Date.

Assignor and Fiber Industries shall take all further actions, and provide to Assignee and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Assignee or its successors, assigns or other legal representatives to more fully and effectively effectuate the purposes of this Assignment.

This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Assignor and Fiber Industries hereby request the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.

[END OF PAGE]
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor, Fiber Industries and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized as of the date first set forth above.

Title:

IN WITNESS WHEREOF, Assignor, Fiber Industries and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized as of the date first set forth above.

ASSIGNOR:
WELLMAN, INC.
By: Name: Title:
FIBER INDUSTRIES, INC.
By: Name: Title:
ASSIGNEE:
JOHNSONVILLE ACQUISITION COMPANY LLC Chart
By: Name: DAL AVANT Title: VP- ADMINISTRATION

STATE OF	MS	)
COUNTY OF	Hancock	
On thi personally known as h	s <u>27</u> day of <u>Janua</u> own to me, who acknown is/her voluntary act at	whedged that he/she signed the foregoing Assignment and deed on behalf and with full authority of
Wellmon		
	į	OF MISS.  ID # 88003
		PAMELA A. LAFONTAINE Notary Public Commission Expires Lator terre

)	
ck)	
January, there app	peared before me Mark J. Ruday,
	he/she signed the foregoing Assignment
ry act and deed on beni	hair and with full authority of
· OF MISS	
ARY PUBLICA	is
ID # 88003	A A A
PAMELA A. LAFONTAL	Notary Public
Dec. 20. 2011	
	o acknowledged that by act and deed on below ARY PUBLISHED # 88003  PAMELA A. LAFONTA  Commission Expires

STATE OF South Carolina	)
COUNTY OF FlorENCE	)
personally known to me, who ackno	wledged that he/she signed the foregoing Assignment and deed on behalf and with full authority of
	Camelia Y. Stevens Notary Public
	My Commission Expires September 26, 2015

## SCHEDULE A

# UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK REGISTRATION

# U.S. Registrations

Mark			
WELLAMID	0814764	09/13/1966	Wellman, Inc.
WELLAMID ECOLON	2179096	08/04/1998	Wellman, Inc.
WELLPET	1445793	07/07/1987	Wellman, Inc.
PIRAMID	3651991	07/07/2009	Wellman, Inc.

# SCHEDULE B

# Foreign Trademark Registrations

Mark	Country/	Registration	Registration	Record Owner
	Jurisdiction:	Number	Date	
WELLAMID	Australia	712309	07/08/1996	Wellman, Inc.
ECOLON				,
WELLAMID	Austria	166173	09/10/1996	Wellman, Inc.
ECOLON				
WELLAMID	Brazil	819,874,680	08/24/1999	Wellman, Inc.
ECOLON				
WELLAMID	Canada	TMA485391	11/06/1997	Wellman, Inc.
ECOLON				
WELLAMID	Denmark	VR 00249/1997	01/24/1997	Wellman, Inc.
ECOLON				
WELLAMID	Finland	205475	04/15/1997	Wellman, Inc.
ECOLON				
WELLAMID	France	96 633522	07/09/1996	Wellman, Inc.
ECOLON				
WELLAMID	Germany	931650	06/05/1975	Wellman, Inc.
WELLAMID	Germany	39629905	12/12/1996	Wellman, Inc.
ECOLON				
WELLAMID	Ireland	202175	07/08/1996	Wellman, Inc.
ECOLON				
WELLAMID	Italy	757806	08/31/1998	Wellman, Inc.
ECOLON				
WELLAMID	Japan	4077623	10/31/1997	Wellman, Inc.
ECOLON				
WELLAMID	Malaysia	9610698	07/21/2003	Wellman, Inc.
ECOLON				
WELLAMID	Mexico	78764/2006	04/18/2000	Wellman, Inc.
ECOLON				
WELLAMID	Norway	185528	10/02/1997	Wellman, Inc.
ECOLON				
WELLAMID	Portugal	318284 MNA	04/17/1997	Wellman, Inc.
ECOLON				
WELLAMID	South Korea	40-0390964-	01/15/1998	Wellman, Inc.
ECOLON		0000		
WELLAMID	Spain	2047364M8	03/20/1997	Wellman, Inc.
ECOLON				
WELLAMID	Sweden	323693	06/06/1997	Wellman, Inc.
ECOLON**		<u> </u>	<u> </u>	
WELLAMID	Taiwan	774826	09/16/97	Wellman, Inc.
ECOLON			0.710017.05.5	
WELLAMID	United	2104640	07/09/1996	Wellman, Inc.
ECOLON	Kingdom			<u> </u>

<sup>\*\*</sup> This registration may not have been renewed.

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# Foreign Applications For Registration

Mark	Country/ Jurisdiction	Application Number	Application Date	Record Owner
PIRAMID	Canada	1,372,838	11/20/2007	Wellman, Inc.
PIRAMID	Mexico	897904	11/23/2007	Wellman, Inc.

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