

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT																										
EFFECTIVE DATE:	08/31/2010																										
CONVEYING PARTY DATA																											
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<p>Fax Number: 9736247070 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 973-622-4444 Email: rsmith@mccarter.com, kknoll@mccarter.com Correspondent Name: Robert W. Smith, Esq. Address Line 1: McCarter & English, LLP Address Line 2: 100 Mulberry Street, 4 Gateway Center Address Line 4: Newark, NEW JERSEY 07102</p>																											

CH \$115.00 1734800

ATTORNEY DOCKET NUMBER:	018094-00010
NAME OF SUBMITTER:	Robert W. Smith
Signature:	/Robert W. Smith/
Date:	08/30/2012
Total Attachments: 4 source=Hamphire-Lion-Berwick Doc#page1.tif source=Hamphire-Lion-Berwick Doc#page2.tif source=Hamphire-Lion-Berwick Doc#page3.tif source=Hamphire-Lion-Berwick Doc#page4.tif	

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT (“AGREEMENT”) dated March 19, 2012 and effective, nunc pro tunc, as of August 31, 2010 (“Effective Date”) by and among Hampshire Paper Corp., a Delaware corporation (“Hampshire”); Lion Ribbon Company, Inc., a Delaware corporation (“Lion”), and Berwick Offray LLC, a Pennsylvania limited liability company (“Berwick”).

Background

Hampshire is a wholly-owned direct subsidiary of Lion, and Lion in turn is a wholly-owned direct subsidiary of Berwick. On August 31, 2010, Hampshire was voluntarily dissolved under Section 275(c) of the General Corporation Law of the State of Delaware (“GCL”). In connection with such dissolution, Hampshire adopted a Plan of Distribution pursuant to Section 281(b) of the GCL. The Plan of Distribution provides that the assets of Hampshire available for distribution after paying and making provision for payment of certain claims are to be distributed to Lion, in its capacity as sole stockholder of Hampshire. Lion determined that contemporaneous with the distribution by Hampshire of its assets to Lion under the Plan of Distribution, such assets would be immediately and contemporaneously conveyed and assigned by Lion to Berwick, the sole stockholder of Lion, as an “in kind” dividend distribution.

The distribution of the assets of Hampshire, as described in the immediately preceding paragraph took place on the Effective Date. However, a formal assignment agreement was not executed by the parties at such time. The purpose of this Agreement is to memorialize and document the terms of both the distribution of the Hampshire assets to Lion as contemplated by the Plan of Distribution and the contemporaneous re-distribution of the Hampshire assets from Lion to Berwick, as an “in kind” dividend distribution. Additionally, this Assignment Agreement reflects and memorializes Berwick’s undertaking to provide funding to Hampshire when and as necessary for Hampshire to perform its obligations under the Plan of Distribution, or in lieu of providing such funding, to perform such obligations for and on behalf of Hampshire, as its agent, in either case to the extent that the Hampshire assets distributed to Berwick are adequate for such purpose.

Agreement

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants herein, hereby agree as follows:

1. The contents of the “Background” section above are incorporated herein by reference and constitute a part of this Agreement.
2. Effective on and as of the Effective Date, Hampshire hereby grants, sells, conveys, assigns, transfers, delivers, sets over to, and vests in Lion, its successors and assigns, all of Hampshire’s right, title and interest, legal and equitable, in and to all of Hampshire’s assets, as more fully described in Schedule 1 hereto (collectively, the “Hampshire Assets”), to have and to hold the same, including the appurtenances thereof forever, for their own proper use and benefit.

3. Effective on and as of the Effective Date, Lion, in turn, hereby grants, sells, conveys, assigns, transfers, delivers, sets over to, and vests in Berwick, its successors and assigns, all of Lion's right, title and interest, legal and equitable, in and to all of the Hampshire Assets to have and to hold the same, including the appurtenances thereof forever, for their own proper use and benefit.

4. Effective from and after the Effective Date, to the extent that the Hampshire Assets distributed to it are adequate for such purpose (and only to that extent), Berwick hereby agrees and undertakes to provide funding to Hampshire when and as necessary for Hampshire to perform any future obligations of Hampshire arising under the Plan of Distribution, or in lieu of providing such funding, to perform such obligations for and on behalf of Hampshire, as its agent.

5. Berwick hereby assumes and agrees to perform the executory obligations of Hampshire, to the extent arising from and after the Effective Date, under the Hampshire contracts assigned to Berwick as part of this Agreement.

6. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. This Agreement is not intended to convey benefits upon any third party.

7. This Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware without regard to its provisions concerning choice of laws, choice of forum or principle that might otherwise refer construction or interpretation of this instrument to the substantive law of another jurisdiction.

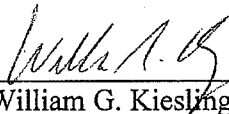
8. This Agreement may be executed in multiple counterparts (delivery of which may occur via facsimile or other electronic means), each of which shall be binding, and all of which taken together shall constitute one and the same instrument. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

9. This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings among the parties hereto regarding those matters.

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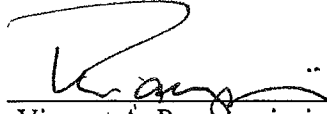
IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first set forth above.

HAMPHIRE PAPER CORP.

By: 

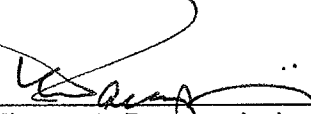
William G. Kiesling
Vice President

LION RIBBON COMPANY, INC.

By: 

Vincent A. Paccapaniccia
Vice President

~~BERWICK OFFRAY LLC~~

By: 

Vincent A. Paccapaniccia
Vice President

Schedule 1
to Assignment and Assumption Agreement

Description of Hampshire Assets

The term "Hampshire Assets" means and includes all of the assets and properties of Hampshire Paper Corp., a Delaware corporation ("Hampshire"), wherever located, including without limitation the following:

1. all cash and cash equivalents;
2. all bank accounts;
3. all accounts receivable;
4. all inventory and supplies;
5. all furniture, fixtures, equipment, automobiles, leasehold improvements, computers and peripherals;
6. all records with respect to customers, suppliers, employees and other aspects of the Hampshire business (the "Business");
7. the Business, as a going concern;
8. all confidential information;
9. all telephone numbers, facsimile numbers and websites used in the Business;
10. all contracts and all rights under any contracts, including without limitation any real property leases, and any easements, deposits or other rights pertaining thereto;
11. all rights under any governmental permits that have been issued or applied for;
12. all rights related to any prepaid expenses;
13. all intellectual property used or otherwise exploited by or in connection with the Business;
14. all of the assets, properties, business and rights of every kind and description, real and personal, tangible and intangible, of Hampshire, wherever situated, whether or not otherwise described in items 1 through 13 above; and
15. all of Hampshire's goodwill related to the foregoing.