

01/31/2013

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103654645

103654645 1/p
mailed 1/2/2013

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

GLV Finance Hungary Kft., acting through its Luxembourg branch

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Ovivo-Luxembourg S.à.r.l.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Hungary

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

Street Address: 6C, rue Gabriel Lippman

City: Munsbach

State: _____

Country: Luxembourg Zip: L-5365

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Luxembourg
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 13, 2011

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) 3,192,005 EQUA-FLO

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Ovivo USA, LLC

Internal Address: Loretta Bogaard

Street Address: 4255 Lake Park Blvd. Suite 100

City: Salt Lake City

State: Utah Zip: 84120

Phone Number: 801-931-3151

Docket Number: 418-00149-US

Email Address: loretta.bogaard@glv.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

02/01/2013 KNGUYEN1 00000001 3192005
Deposit Account Number: 521 40.00 OP

Authorized User Name _____

9. Signature:

Signature

December 28, 2012

Date

Loretta Bogaard

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004956 FRAME: 0463

RE-103654645

AGREEMENT ON THE ASSIGNMENT OF INTELLECTUAL PROPERTY AND LOAN RECEIVABLES

Dated as of 13 May 2011

BETWEEN: GLV Finance Hungary Kft., a corporation incorporated under the laws of Hungary, acting through its Luxembourg Branch; herein acting and represented by Olivier Dorier;

(hereinafter referred to as the "Vendor1"),

AND: GLV Finance Hungary Kft., a corporation incorporated under the laws of Hungary, herein acting and represented by Béla Kakuk and Attila Szedmák;

(hereinafter referred to as the "Vendor2", Vendor1 and Vendor2 are hereinafter jointly referred to as the "Vendors" and each as a "Vendor"),

AND: Ovivo Luxembourg S.à r.l., a corporation incorporated under the laws of Luxembourg, herein acting and represented by Olivier Dorier;

(hereinafter referred to as the "Purchaser")

(individually hereinafter referred to as a "Party" and collectively hereinafter referred to as the "Parties")

- IT IS AGREED AS FOLLOWS: -

ARTICLE 1 - RECITALS

- 1.1 The Vendors agree to sell and the Purchaser agrees to purchase certain assets as further described hereunder.
- 1.2 The Vendors and the Purchaser wish to subject the said sale to the terms and conditions mentioned herein,
- 1.3 The Vendors and the Purchaser declare that the provisions of this Agreement on the Assignment of Intellectual Property and Loan Receivables (the "Agreement") have been freely negotiated between them.

ARTICLE 2 - DEFINITIONS

- 2.1 "Assigned Intellectual Property" means certain intellectual property of the Vendor1 (excluding any royalty payable in relation to such intellectual property of the Vendor1), as set forth in Appendix 1;
- 2.2 "Assigned Loans1" means certain loan receivables of Vendor1 as creditor (excluding any interest accrued thereon), as set forth in Appendix 2;

- 2.3 "Assigned Loans²" means certain loan receivables of Vendor² as creditor (excluding any interest accrued thereon), as set forth in Appendix 3;
- 2.4 "Assigned Loans" means the Assigned Loans¹ and the Assigned Loans²;
- ~~2.5 "Assigned Assets" means the Assigned Intellectual Property as indicated in clause 2.1 above and the Assigned Loans as indicated in clause 2.4 above;~~
- 2.6 "Effective Date" means the date of this Agreement.

ARTICLE 3 - PURCHASE AND SALE OF THE ASSIGNED ASSETS

3.1 *Description of the Assigned Assets*

The Vendors hereby grant, convey, sell, assign and transfer to the Purchaser all of Vendors' rights, title and interest in and to the property and assets of every kind and description, wherever located, relating to the Assigned Assets and the Purchaser agrees to purchase the Assigned Assets from the Vendors with effect as of the Effective Date.

ARTICLE 4 - PURCHASE PRICE AND PAYMENT OF PURCHASE PRICE

4.1 *Purchase Price and payment of Purchase Price*

The purchase price for the Assigned Assets paid by or on behalf of the Purchaser to or on behalf of the Vendors (i) is equal to the amount set forth in Appendix 4 entitled "Purchase Price" (the "Purchase Price") which represents the fair market value of the Assigned Assets as at the Effective Date, and (ii) is hereby satisfied in the manner set forth in Appendix 4.

ARTICLE 5 - NO REPRESENTATION AND WARRANTY

- 5.1 The Vendors make no representation or warranty (whether express or implied) whatsoever in connection with the Assigned Assets, whether with respect to the title of ownership or with respect to fitness for a particular purpose or otherwise, and the Purchaser acknowledges that the purchase of the Assigned Assets by it are being effected on an "as is, where is" basis and at the risk of the Purchaser.

ARTICLE 6 - MISCELLANEOUS

6.1 *Enurement*

This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective representatives, successors and assigns. All or any part of the Parties' respective rights and obligations under this Agreement may only be assigned with the consent of the Vendors and the Purchaser.

6.2 *Third Party Beneficiaries*

Step 6.2

The Parties intend that this Agreement shall not benefit or create any right or cause of action in favour of, any person other than the Parties and their respective successors and permitted assigns and no person, other than the Parties shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding (including arbitral and administrative proceedings), hearing or other forum.

6.3 *Execution of further documents*

The Parties agree to do all things and sign and execute all deeds and documents and do all such other acts or things necessary or required for the carrying out of the purpose and intent of this Agreement.

6.4 *Governing Law*

This Agreement is governed by and shall be interpreted and enforced in accordance with the laws of Luxembourg; the Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of competent jurisdiction of Luxembourg.

6.5 *Recitals and Appendices*

The Recitals to this Agreement and the Appendices attached to this Agreement form an integral part hereof.

6.6 *Severability*

If any term or other provision of this Agreement or any other agreement, document or instrument executed pursuant to this Agreement is invalid, illegal or incapable of being enforced by any rule or law or public policy, all other terms and provisions of this Agreement or other agreement, document or instrument shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement or other agreement, document or instrument so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

6.7 *Amendments*


This Agreement may only be amended, restated, supplemented, have any of its provisions waived or be otherwise modified, in whole or in part, pursuant to a written instrument executed by each of the Vendors and the Purchaser.

6.8 *Counterparts*

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

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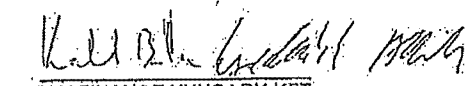
- SIGNATURES -



GLV FINANCE HUNGARY KFT,
LUXEMBOURG BRANCH
represented by:
Name: Olivier Dorier
Branch manager



OVIVO LUXEMBOURG S.A R.L.
represented by:
Name: Olivier Dorier
Manager



GLV FINANCE HUNGARY KFT,
represented by:
Name: Béla Kakuk and Attila Szedmák
Managing directors

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TRADEMARK	BUSINESS GROUP	COUNTRY	APPL. NO.	REGISTRATION NO.	STATUS	NEXT RENEWAL DATE	GLV REF. NO.
DualOx®	GLV Chem Pulp	US		2,557,957	Registered	2012-Apr-09	808-80014
DualSmix™	GLV Chem Pulp	US	85271053		Pending		808-80028
Dual™	GLV Chem Pulp	US			Used		808-80022
DUFLO®	GLV Chem Pulp	US		2082954	Registered	2017-Jul-29	808-80002
JETMIXER®	GLV Chem Pulp	US		2826679	Registered	2014-Mar-23	808-80006
Smart Filtrate™	GLV Chem Pulp	US			Used		808-80021
ALBIA®	GLV SE P&P	US		3,008,651	Registered	2015-Oct-25	518-00009
BOOSTERBAG®	GLV SE P&P	US		3,274,440	Registered	2017-Aug-07	518-00042
Celleco Twister®	GLV SE P&P	US		3,274,439	Registered	2017-Aug-07	518-00041
CENTERDISC®	GLV SE P&P	US	77/899032	3,825,053	Registered	2020-Jul-27	518-00007
Cleanpac®	GLV SE P&P	US		3,246,710	Registered	2017-May-29	518-00004
CLEANVAC®	GLV SE P&P	US		2,925,374	Registered	2015-Feb-08	518-00002
Quick-Jet™	GLV SE P&P	US			Used		
WELLDRAIN®	GLV SE P&P	US		3,274,438	Registered	2017-Aug-07	518-00040
Auto-Flyte™	GLV USA P&P	US			Used		418-00440
BARRACUDA®	GLV USA P&P	US		768418	Registered	2014-Apr-21	418-00401
BELPURGE™	GLV USA P&P	US			Used		418-00150
Bi-Flo™	GLV USA P&P	US			Used		418-00455
BTF™	GLV USA P&P	US			Used		418-00433
CAMERON®	GLV USA P&P	US		0797750	Registered	2015-Oct-19	418-00147
C-Former™	GLV USA P&P	US			Used		418-00437
CONCEPT3™	GLV USA P&P	US			Used		418-00454
CORU-DEK®	GLV USA P&P	US		3090210	Registered	2016-May-09	418-00404
DD®	GLV USA P&P	US		1291871	Registered	2014-Aug-28	418-00405
Detecta-Flyte™	GLV USA P&P	US			Used		418-00441
DISPERSALL®	GLV USA P&P	US		765030	Registered	2014-Feb-18	418-00407
DR-2™	GLV USA P&P	US			Used		418-00432
ENER-VAC™	GLV USA P&P	US			Used		418-00450
EQUA-FLO®	GLV USA P&P	US		3,192,005	Registered	2017-Jan-02	418-00149
FIBRESAVER™	GLV USA P&P	US			Used		418-00449
HELIDYNE™	GLV USA P&P	US			Used		418-00151
HI-Q®	GLV USA P&P	US		2,878,656	Registered	2014-Aug-31	418-00430
HI-SHEAR™	GLV USA P&P	US			Used		418-00410
Hydra-Nip™	GLV USA P&P	US			Used		418-00439
HYDRA-SIZER®	GLV USA P&P	US		2585824	Registered	2012-Jun-25	418-00411
Hydro-Flyte™	GLV USA P&P	US			Used		418-00434
Luthi™	GLV USA P&P	US			Used		418-00448
MagTrim™	GLV USA P&P	US			Pending		418-00458
POLYDISK®	GLV USA P&P	US		800667	Registered	2015-Dec-21	418-00416
POSIFLOW™	GLV USA P&P	US			Used		418-00152
PRESSMASTER II®	GLV USA R&P	US		1275839	Registered	2014-May-01	418-00419

Trademarks - Pulp - Paper as of 5-12-11.xls