

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301658

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GL&V Management Hungary Kft, Luxembourg branch		08/02/2007	CORPORATION: HUNGARY
RECEIVING PARTY DATA			
Name:	GLV Finance Hungary Kft.		
Street Address:	1 Rue Des Glacis		
City:	L-1628		
State/Country:	LUXEMBOURG		
Postal Code:	L-1628		
Entity Type:	CORPORATION: HUNGARY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0768418	BARRACUDA	
Registration Number:	1291871	DD	
CORRESPONDENCE DATA			
Fax Number:	8019313090		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8019313151		
Email:	loretta.bogaard@glv.com		
Correspondent Name:	Loretta Bogaard		
Address Line 1:	4246 Riverboat Road		
Address Line 2:	Suite 300		
Address Line 4:	Salt Lake City, UTAH 84123		
ATTORNEY DOCKET NUMBER:	418-00401 & 418-00405-US		
NAME OF SUBMITTER:	Loretta Bogaard		
SIGNATURE:	/loretta.bogaard/		
DATE SIGNED:	04/16/2014		
Total Attachments: 7			
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ASSIGNMENT AGREEMENT OF TRADE-MARK AND PATENT APPLICATIONS AND REGISTRATIONS

by and between

GL&V Management Hungary Kft., acting through its Luxembourg branch, having a place of business located at 1, Rue Des Glacis, L-1628, Luxembourg, herein acting and represented by two of its duly authorized Managing Directors and by its Luxembourg branch Manager, as assignor (hereinafter referred to as: **Assignor**)

and

GLV Finance Hungary Kft., having its head office located at the Hermina Towers, Hermina ut. 17, IV Floor, H-1146, Budapest, Hungary and having a place of business located at 1, Rue Des Glacis, L-1628, Luxembourg, herein acting and represented by one of its duly authorized Managing Directors, as assignee (hereinafter referred to as: **Assignee**)

– each of Assignor and Assignee may be hereinafter referred to as a "Party" and together as the "Parties" –

under the following conditions:

WHEREAS

1. Parties establish that according to the present legal situation, the Assignor is the owner of the trade-mark registrations and trade-mark applications referred to in **Schedule A** entitled "**Trade-Marks**" (hereinafter collectively the "**Trade-marks**").
2. Parties establish that according to the present legal situation, the Assignor is the owner of the patents and patent applications referred to in **Schedule B** entitled "**Patents**" (hereinafter collectively the "**Patents**")
3. Assignor and Assignee intend to conclude the present Assignment Agreement of Trade-Mark and Patent Applications and Registrations (the "**Agreement**") in order to assign the Trade-marks and Patents to the Assignee.

IT IS AGREED as follows:

1. DEFINITIONS

Words and expressions used in this Agreement (including the above recitals) shall have the following meanings, unless the context requires otherwise:

"**Trade-marks**" shall include all Assignor's ownership rights (registered and unregistered) associated with or related to the registered trade-marks and trade-mark applications listed in Schedule A to this Agreement (including any and all goodwill associated with the trade-marks and trade-mark applications) as well as the exclusive and unrestricted right to pursue registration of any of the aforesaid trade-mark applications in the relevant territories and in the relevant jurisdictions.

"Patents" shall include all Assignor's ownership rights associated with or related to the patents and/or patent applications listed in Schedule B to this Agreement as well as the exclusive and unrestricted right to pursue registration of any of the aforesaid patent applications in the relevant territories and in the relevant jurisdictions.

"Transaction Effective Time" means August 2, 2007 at 1:00 PMEST.

2. ASSIGNMENT OF THE TRADE-MARKS AND THE PATENTS

- 2.1 In exchange for the Consideration defined in clause 3.1, Assignor irrevocably transfers and assigns to Assignee as of the Transaction Effective Time:
- (a) the Trade-marks and the Patents along with all Assignor's associated know-how and with all rights, title, interest and obligations connected therewith;
 - (b) the right to prosecute and obtain registration of the relevant trade-mark application listed in **Schedule A or B** of this Agreement (the "**Applications**");
 - (c) all rights to institute and maintain proceedings for trade-mark or patent infringement against any person who before, on or after the date of this Agreement infringes rights given by the Trade-marks and/or the Patents or by any rights arising in relation to the Applications. Assignor agrees and undertakes to provide Assignee at Assignee's expense commercially reasonable with all such assistance with any proceedings which may be brought by or against Assignee against or by any third party in relation to the Trade-marks and the Patents.
 - (d) all other rights, title and interest whether in equity or at law of Assignor in the Trade-marks, the Patents and the Applications.
- 2.2 Assignee by means of the signing of this Agreement hereby accepts the assignment relating to the ownership of the Trade-marks and the Patents.
- 2.3 Except as specified herein, to the extent it appears that any of the Trade-marks or Patents (including but not limited to the right to register the Applications) is not transferred and assigned to Assignee, Assignee shall be deemed as granted with the free, sole, exclusive, unrestricted, irrevocable and freely transferable license of the use of the respective Trade-mark and Patent until the transfer and assignment of the respective Trade-mark and/or Patent is finally effected and registered by the competent authorities.

3. CONSIDERATION

- 3.1 Parties agree that the consideration for the assignment of the Trade-marks, the Patents and the Applications is, in the aggregate, an amount equal to €43,463,678, equivalent to CAN\$62,826,747 (hereinafter referred to as the "**Consideration**") which shall be paid by Assignee to Assignor on the Transaction Effective Time by the issuance of a demand promissory note denominated of CAN\$62,826,747 ("**HungaryCo Note 6**").
- 3.2 Assignor acknowledges and agrees that payment of the Consideration by Assignee to Assignor in accordance with clause 3.1 above is in full and final satisfaction of all the payment obligations of Assignee under this Agreement

4. UNDERTAKINGS

- 4.1 Parties declare that in case of any refusal, cancellation or opposition proceeding with respect to any of the Trade-marks or any of the Patents or any of the Applications occurring after the date of the signature of the present Agreement (with the exception in relation to the registration of Assignee's ownership of the Trade-marks and the Patents), neither the Consideration nor any part of it shall be refunded to Assignee by Assignor; all these possible actions shall be considered as the risk of Assignee. Consequently, Assignor is not liable for any possible refusal, cancellation or opposition proceeding against the Trade-marks or the Patents or the Applications occurring after the date of the signature of the present Agreement. If the pending registration of the Application fails for any reason or as a result of a third party objection, Assignor shall make commercially reasonable endeavours and efforts to provide sufficient support and assistance to Assignee, at Assignee's expenses, in Assignee's related dispute and/or litigation procedure.
- 4.2 Parties agree that Assignee is entitled to have its full, exclusive and unrestricted ownership on the Trade-marks and the Patents registered by the competent authorities without any further consent or authorization from the side of Assignor.
- 4.3 Assignor undertakes to sign any declaration, consent or any additional agreement and must do all things and provide any information reasonably necessary following execution of this Agreement, in order to enable Assignee to have Assignee's sole, exclusive and unrestricted ownership registered over the Trade-marks and the Patents recorded by the competent authorities and organizations and to give full effect to this Agreement. Assignor undertakes to execute any documents, paper form or electronic declarations that have been prepared by Assignee and that are reasonably necessary or advisable for the purpose of recording the assignment of the Trade-marks and the Patents before the relevant authorities and organizations. Assignor hereby irrevocably appoints Assignee and each of its directors and attorneys severally as and to be the attorney for Assignor to do anything and execute any document which Assignor is required to do or execute pursuant to or in connection with this Agreement and in order to effect the registration of its ownership by the competent authorities and which Assignor has failed to do or execute within seven (7) days of the notification of such failure to Assignor from Assignee. This power of attorney is granted to secure the performance of Assignor's obligations under this Agreement only. The costs of such additional documents and/or information shall be covered by Assignee.
- 4.4 Assignee acknowledges that following the registration of Assignee's ownership relating to the Trade-marks and the Patents it is Assignee's responsibility and liability to pay all the costs and fees occurring with respect to the maintenance and the protection of the Trade-marks and the Patents (including but not limited to renewal fees, opposition fees).

5. NO REPRESENTATION AND WARRANTY

The Assignor makes no representation or warranty (whether express or implied) whatsoever in connection with the Patents, Trade-marks or Applications, whether with respect to the title of ownership or with respect to fitness for a particular purpose or otherwise, and the Assignee acknowledges that the Assignment contemplated herein is being effected on an "as is, where is" basis and at the risk of the Assignee.

6. GOVERNING LAW, JURISDICTION

The Parties agree that with respect to any dispute, controversy or claim, whether existing or future, arising out of, in connection with or under this Agreement, including any question regarding its interpretation, existence, validity or termination, the laws of the Province of Québec and federal laws of Canada applicable therein without regard to its conflicts of law doctrine shall be applicable and any such dispute shall be referred to and finally resolved by the courts of competent jurisdiction of the Province of Quebec in the judicial district of Montreal and agree that all proceedings and pleadings shall be conducted in the English language.

7. SAFEGUARD CLAUSE

Should any clause in this Agreement be declared null and void, it is agreed that the rest of its clauses shall remain valid.

8. ENUREMENT

This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective representatives, successors and assigns.

9. THIRD PARTY BENEFICIARIES

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.

10. RECITALS AND SCHEDULES

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

11. 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 Assignor and Assignee.

12. COUNTERPARTS

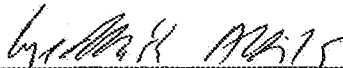
This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this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

- Signatures on following page -


IN WITNESS WHEREOF, this Agreement is signed by the Parties in duplicate in the margin of all of its pages.


GL&V MANAGEMENT HUNGARY
KFT., LUXEMBOURG BRANCH


GLV FINANCE HUNGARY KFT.

Per: 
Attila Szedmák, *Managing Director*

Per: 
Attila Szedmák, *Managing Director*

Per: 
Istikó Lemperger, *Managing Director*

Per: 
Olivier Dorier, *Luxembourg branch Manager*

Per: 
Olivier Dorier, *Luxembourg branch
Manager*

IN WITNESS WHEREOF, this Agreement is signed by the Parties in duplicate in the margin of all of its pages.

GL&V MANAGEMENT HUNGARY
KFT., LUXEMBOURG BRANCH

GLV FINANCE HUNGARY KFT.

Per: _____
Attila Szedmák, Managing Director

Per: _____
Attila Szedmák, Managing Director

Per: _____
Ildikó Lemperger, Managing Director

Per: _____
Olivier Dorier, Luxembourg branch Manager

Per: _____
*Olivier Dorier, Luxembourg branch
Manager*

[MTL_LAW1140375\6]

Schedule A - Trademarks

Trademark Name	Class/Reg. No.	Country	Count/Reg. No.	Trademark Status	Next Renewal Date
PULP & PAPER					
ALBIA	518-00009-US	United States	3,008,651	Registered	25-Oct-2015
Auto-Flyte	418-00440-US	United States		Used	
BARRACUDA	418-00401-US	United States	768418	Registered	21-Apr-2014
BELPURGE	418-00150-US	United States		Used	
BOOSTERBAG	518-00042-US	United States	78/759756	Pending	
BTF	418-00433-US	United States		Used	
CAMERON	418-00147-US	United States	0797750	Registered	19-Oct-2015
CELLECO TWISTER	518-00041-US	United States	78/759747	Pending	
CENTERDISC	518-00007-US	United States	1530549	Registered	21-Mar-2009
C-Former	418-00437-US	United States		Used	
CLEANPAC	518-00004-US	United States	3246710	Registered	29-May-2017
CLEANVAC	518-00002-US	United States	2,925,374	Registered	08-Feb-2015
COMPACT PRESS	808-80001-US	United States	2801605	Registered	30-Dec-2013
CORU-DEK	418-00404-US	United States	3090210	Registered	09-May-2016
DD	418-00405-US	United States	1291871	Registered	28-Aug-2014
Detecta-Flyte	418-00441-US	United States		Used	
DIFEED	808-80010-US	United States	3,114,500	Registered	11-Jul-2016
DISPERSALL	418-00407-US	United States	765030	Registered	18-Feb-2014
DR-2	418-00432-US	United States		Used	
DUALDMIX	808-80003-US	United States	2723112	Registered	10-Jun-2013
DUALOMIX	808-80004-US	United States	2699338	Registered	25-Mar-2013
DUALOX	808-80014-US	United States	2,557,957	Registered	09-Apr-2012
DUALZMIX	808-80005-US	United States	2699339	Registered	25-Mar-2013
DUFLO	808-80002-US	United States	2082954	Registered	7/29/2007 renewal filed 7/23/07
EQUA-FLO	418-00149-US	United States	3,192,005	Registered	02-Jan-2017
FLOOBED	518-00051-US	United States	2320117	Registered	22-Feb-2010
HELIDYNE	418-00151-US	United States		Used	
HI-Q	418-00430-US	United States	2,878,656	Registered	31-Aug-2014
HI-SHEAR	418-00410-US	United States		Used	
Hydra-Nip	418-00439-US	United States		Used	
HYDRA-SIZER	418-00411-US	United States	2585824	Registered	25-Jun-2012
Hydro-Flyte	418-00434-US	United States		Used	
JETMIXER	808-80006-US	United States	2826679	Registered	23-Mar-2014
Luthi	418-00448-US	United States		Used	
POLYDISK	418-00416-US	United States	800667	Registered	21-Dec-2015
POSIFLOW	418-00152-US	United States		Used	
PREPOX	808-80015-US	United States	2819753	Registered	02-Mar-2014
PRESSMASTER	418-00418-US	United States	1275840	Registered	01-May-2014
PRESSMASTER II	418-00419-US	United States	1275839	Registered	01-May-2014
RED BARON	418-00158-US	United States	3,055,461	Registered	31-Jan-2016
REELTIGHT	418-00153-US	United States		Used	
RELEASEPLUS	418-00154-US	United States		Used	
Sandy Hill	418-00442-US	United States		Used	
S-Former	418-00436-US	United States		Used	
SHARK	418-00420-US	United States	780952	Registered	01-Dec-2014
STINGRAY	418-00422-US	United States	2,925,331	Registered	08-Feb-2015
Top-Flyte	418-00435-US	United States		Used	
TRI-O	418-00427-US	United States	2,806,471	Registered	20-Jan-2014
TRI-Phase	418-00155-US	United States		Used	