

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320376

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GLV Finance Hungary Kft. acting through its Luxembourg Branch		05/13/2011	CORPORATION: LUXEMBOURG
RECEIVING PARTY DATA			
Name:	Ovivo Luxembourg S.à.r.l.		
Street Address:	6c, rue Gabriel Lippman		
City:	Munsbach		
State/Country:	LUXEMBOURG		
Postal Code:	L-5365		
Entity Type:	CORPORATION: LUXEMBOURG		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3008651	ALBIA	
Registration Number:	3274439	CELLECO TWISTER	
Registration Number:	3246710	CLEANPAC	
Registration Number:	2925374	CLEANVAC	
Registration Number:	2925331	STINGRAY	
CORRESPONDENCE DATA			
Fax Number:	8019313090		
<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:	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:	UPDATING P&P TMS TO OVIVO		
NAME OF SUBMITTER:	Loretta Bogaard		
SIGNATURE:	/Loretta.Bogaard/		
DATE SIGNED:	10/17/2014		

TRADEMARK

Total Attachments: 7

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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*

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.

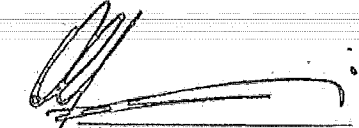
6.7 *Amendments*

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.

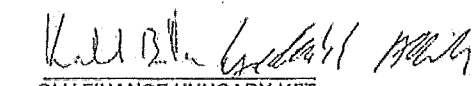
- SIGNATURES -



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

TRADEMARK	BUSINESS GROUP	COUNTRY	APPL. NO.	REGISTRATION NO.	STATUS	NEXT RENEWAL DATE	GLV REF. NO.
DIFEED®	GLV Chem Pulp	Sweden		377966	Registered	2016-Jan-13	808-80010
DualDmix®	GLV Chem Pulp	Sweden		348390	Registered	2011-Aug-31	808-80003
DualD™	GLV Chem Pulp	Sweden			Used		808-80018
DualOmix®	GLV Chem Pulp	Sweden		348388	Registered	2011-Aug-31	808-80004
DualOx®	GLV Chem Pulp	Sweden		344 391	Registered	2011-Feb-02	808-80014
DualZmix®	GLV Chem Pulp	Sweden		348389	Registered	2011-Aug-31	808-80005
DUFLO®	GLV Chem Pulp	Sweden		312768	Registered	2016-May-10	808-80002
DYNADIL®	GLV Chem Pulp	Sweden		373209	Registered	2015-Jun-17	808-80008
DYNADISC™	GLV Chem Pulp	Sweden			Used		808-80011
FIBTRAP®	GLV Chem Pulp	Sweden		373231	Registered	2015-Jun-17	808-80009
JETMIXER®	GLV Chem Pulp	Sweden		360593	Registered	2013-Apr-17	808-80006
MCP™	GLV Chem Pulp	Sweden			Used		808-80019
MPC™	GLV Chem Pulp	Sweden			Used		808-80020
PREPOX®	GLV Chem Pulp	Sweden		307 256	Registered	2015-Dec-22	808-80015
REPOX®	GLV Chem Pulp	Sweden		318 057	Registered	2016-Oct-04	808-80016
STANDPIPE™	GLV Chem Pulp	Sweden			Used		808-80013
YELLOW™	GLV Chem Pulp	Sweden			Used		808-80017
ALBIA®	GLV SE P&P	Sweden	80-0431	173383	Registered	2020-Aug-29	518-00009
Cleanpac®	GLV SE P&P	Sweden		139480	Registered	2012-May-19	518-00004
CLEANVAC®	GLV SE P&P	Sweden		165220	Registered	2018-Oct-20	518-00002
FIBERMIZER®	GLV SE P&P	Sweden		193476	Registered	2014-Nov-09	518-00006
HEDEMORA®	GLV SE P&P	Sweden		262692	Registered	2014-Dec-16	518-00008
SANDALYZER™	GLV SE P&P	Sweden			Used		518-00010
WELLBAG™	GLV SE P&P	Sweden			Used		518-00043
CENTERDISC®	GLV SE P&P	United Kingdom		1329313	Registered	2014-Dec-10	518-00007
Cleanpac®	GLV SE P&P	United Kingdom		2015287	Registered	2015-Mar-23	518-00004
FIBERMIZER®	GLV SE P&P	United Kingdom		1225786	Registered	2015-Sep-04	518-00006
PERPLAS®	GLV SE P&P	United Kingdom		970857	Registered	2016-Feb-05	518-00047-a
PERPLAS®	GLV SE P&P	United Kingdom		1225247	Registered	2015-Aug-23	518-00047-b
PERPLAS®	GLV SE P&P	United Kingdom		1225248	Registered	2015-Aug-23	518-00047-c
POLYRAMIC®	GLV SE P&P	United Kingdom		2175307	Registered	2018-Aug-19	518-00048
TURBOFORM®	GLV SE P&P	United Kingdom		1376267	Registered	2016-Mar-06	518-00049-a
TURBOFORM®	GLV SE P&P	United Kingdom		1376266	Registered	2016-Mar-06	518-00049
GL&V and Design®	Corp	US		2,793,681	Registered	2013-Dec-16	618-00428
GL&V®	Corp	US		2,804,044	Registered	2014-Jan-12	618-00429
COMPACT PRESS®	GLV Chem Pulp	US		2801605	Registered	2013-Dec-30	808-80001
CSS™	GLV Chem Pulp	US			Used		808-80024
DIFEED®	GLV Chem Pulp	US		3,114,500	Registered	2016-Jul-11	808-80010
DualC™	GLV Chem Pulp	US			Used		808-80023
DualDmix®	GLV Chem Pulp	US		2723112	Registered	2013-Jun-10	808-80003
DualOmix®	GLV Chem Pulp	US	77857141	3,806,376	Registered	2020-Jun-22	808-80004

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		Registered	2020-Jul-27	518-00007
Cleanpac®	GLV SE P&P	US		3,825,053	Registered	2017-May-29	518-00004
CLEANVAC®	GLV SE P&P	US		3,246,710	Registered	2015-Feb-08	518-00002
Quick-Jet™	GLV SE P&P	US		2,925,374	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 P&P	US		1275839	Registered	2014-May-01	418-00419

TRADEMARK

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TRADEMARK	BUSINESS GROUP	COUNTRY	APPL. NO.	REGISTRATION NO.	STATUS	NEXT RENEWAL DATE	GLV REF. NO.
PRESSMASTER®	GLV USA P&P	US		1275840	Registered	2014-May-01	418-00418
RED BARON®	GLV USA P&P	US		3,055,461	Registered	2016-Jan-31	418-00158
REELTIGHT™	GLV USA P&P	US			Used		418-00153
RELEASEPLUS™	GLV USA P&P	US			Used		418-00154
Sandy Hill™	GLV USA P&P	US			Used		418-00442
S-Former™	GLV USA P&P	US			Used		418-00436
SHARK®	GLV USA P&P	US		780952	Registered	2014-Dec-01	418-00420
STINGRAY®	GLV USA P&P	US		2,925,331	Registered	2015-Feb-08	418-00422
SUPERLOC	GLV USA P&P	US			Used		418-00456
Top-Flye™	GLV USA P&P	US			Used		418-00435
Tri-Dyne™	GLV USA P&P	US			Used		
TRI-O®	GLV USA P&P	US		2,806,471	Registered	2014-Jan-20	418-00427
TRI-Phase™	GLV USA P&P	US			Used		418-00155
ULTRA FLOW®	GLV USA P&P	US		1688752	Registered	2012-May-26	418-00424
UNIFLOW™	GLV USA P&P	US			Used		418-00169
VACUFOIL™	GLV USA P&P	US			Used		418-00451
VARI-NIP™	GLV USA P&P	US			Used		418-00425
V-Former™	GLV USA P&P	US			Used		418-00438
WIRESAVER™	GLV USA P&P	US			Used		418-00156
GL&V and Design®	Corp	World		002414092	Registered	2011-Oct-16	618-00428
GL&V®	Corp	World		002414084	Registered	2011-Oct-16	618-00429
DIFEEED®	GLV Chem Pulp	World		871 475	Registered	2015-Feb-04	808-80010
DualDmix®	GLV Chem Pulp	World		755279	Registered	2020-Nov-23	808-80003
DualOmix®	GLV Chem Pulp	World		755277	Registered	2020-Nov-23	808-80004
DualZmix®	GLV Chem Pulp	World		755276	Registered	2020-Nov-23	808-80005
EV02®	GLV SE P&P	World		E2612513	Registered	2012-Mar-13	518-00046
EVOLUTION2®	GLV SE P&P	World		2612505	Registered	2012-Mar-13	518-00050
DiamondFoil™	GLV Chem Pulp				Used		808-80027
DualConic™	GLV Chem Pulp				Used		808-80026
E-Lime™	GLV SE P&P				Used		