

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM321554

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Seabury & Smith, Inc.		10/21/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mercer (US) Inc.		
<b>Street Address:</b>	1166 Avenue of the Americas		
<b>Internal Address:</b>	23rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4611479	PROLIABILITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127288111		
<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>			
<b>Phone:</b>	2127288000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Kim Walker c/o Willkie Farr & Gallagher		
<b>Address Line 1:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	015000.10781 KAW		
<b>NAME OF SUBMITTER:</b>	Kim A. Walker		
<b>SIGNATURE:</b>	/kaw-907/		
<b>DATE SIGNED:</b>	10/29/2014		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of October 21, 2014 (the "Effective Date"), is entered into by and between Seabury & Smith, Inc., a Delaware corporation (the "Assignor") and Mercer (US) Inc., a Delaware corporation (the "Assignee").

WHEREAS, Assignor owns U.S. Registration No. 4,611,479 for the mark PROLIABILITY (the "Mark");

WHEREAS, Assignee desires to acquire the Mark and any and all goodwill of the business associated therewith from Assignor, subject to the terms and conditions of this Trademark Assignment; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Mark and associated goodwill to Assignee.

NOW, THEREFORE, in consideration of the sum of \$10.00, the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Mark, together with: (i) the goodwill symbolized by the Mark and common law rights therein; (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement, misappropriation or other violation, including past infringements, misappropriations and other violations, of the Mark; and (iii) any royalties or other consideration owed in connection with use of the Mark after the Effective Date.
2. Assignor agrees without further consideration to execute such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Mark, goodwill and all other rights hereby conveyed.
3. Assignor hereby authorizes the United States Patent and Trademark Office to record, register and transfer the registration for the Mark to Assignee as assignee of Assignor's right, title and interest therein or otherwise as Assignee may direct, in accordance with this Trademark Assignment.
4. This Trademark Assignment shall be binding upon, and shall be enforceable by and inure solely to the benefit of, the parties hereto and their respective successors and permitted assigns. Nothing in this Trademark Assignment is intended to or shall confer any third party beneficiary or other rights or remedies upon any third party other than

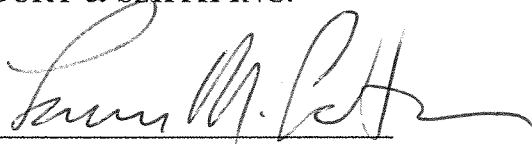
the parties hereto. This Trademark Assignment may not be amended or terminated, and no provision hereof may be waived, except by a writing signed by each of the parties hereto. This Trademark Assignment may be executed in several counterparts (including by facsimile or electronic delivery (PDF)), each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement.

5. If any provision of this Trademark Assignment is held to be illegal, invalid or unenforceable under any present or future law or regulation, and if the rights or obligations of any party hereto under this Trademark Assignment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Trademark Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Trademark Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Trademark Assignment and (d) in lieu of such illegal, invalid or unenforceable provision, the parties shall negotiate in good faith to add to this Trademark Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.
6. This Trademark Assignment shall be governed by and construed and enforced under the laws of the State of Delaware applicable to agreements entered into and performed within such State, without reference to the conflicts-of-law rules of such State.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be duly executed by their respective authorized officers, all as of the day and year first above written.

**SEABURY & SMITH INC.**

By:   
Name: Lawrence M. LeHan  
Title: Secretary

**MERCER (US) INC.**

By:   
Name: Vicki Menard  
Title: Assistant Secretary