

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350214

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Appvion, Inc.		08/03/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Rise Acquisition, LLC		
Street Address:	111 S. Calvert Street		
Internal Address:	Suite 2700, c/o Sherman Capital Holdings, LLC		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3592902	ENCAPSYS	
Registration Number:	4704612	ENFINIT	
Serial Number:	85951495	ENLIGHTEN	
Serial Number:	85952411	ENSENSA	
CORRESPONDENCE DATA			
Fax Number:	7036108686		
<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:	703-903-9000		
Email:	ipdocketing@milesstockbridge.com		
Correspondent Name:	David R. Schaffer		
Address Line 1:	1751 Pinnacle Drive		
Address Line 2:	Suite 1500		
Address Line 4:	Tysons Corner, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	E2235-4		
NAME OF SUBMITTER:	David R. Schaffer		
SIGNATURE:	/David R. Schaffer/		
DATE SIGNED:	08/04/2015		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “Assignment”), dated as of August 3, 2015, is made by **APPVION, INC.**, a Delaware corporation with offices located at 825 E. Wisconsin Avenue, P.O. Box 359, Appleton, WI 54912-0359 (“Assignor”).

WHEREAS, Assignor owns its entire right, title and interest, whether statutory or common law rights, in and to (among other Intellectual Property) the trademarks and registrations used in or necessary for the development, manufacture and sale of microencapsulation solutions and materials (the “**Business**”), including, without limitation, the trademarks and registrations listed on Schedule A (the “**Assigned Trademarks**”); and

WHEREAS, Assignor is the registrant of record for all domain names listed in Schedule A (the “**Assigned Domain Names**”); and

WHEREAS, Assignor and Rise Acquisition, LLC, a Delaware limited liability company with offices located at c/o Sherman Capital Holdings, LLC, 111 S. Calvert Street, Suite 2700, Baltimore, MD 21202 (“Assignee”), are parties to an Asset Purchase Agreement, dated as of the date hereof (the “**Asset Purchase Agreement**”); and

WHEREAS, in connection with the Asset Purchase Agreement, Assignee desires to acquire, and Assignor desires to assign, Assignor’s entire worldwide right, title and interest in and to the Assigned Trademarks and the Assigned Domain Names (together the “**Assigned Properties**”), and Assignor is willing to assign the Assigned Properties to Assignee.

NOW, THEREFORE, for and in consideration as set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged:

1. Assignor does hereby sell, assign and transfer to Assignee, its entire worldwide right, title and interest, whether statutory or common law rights, in and to the Assigned Properties and any registrations thereof, together with the goodwill connected with and symbolized by the Assigned Properties, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the Assigned Properties are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.
2. Assignor agrees to execute any additional documents (including, without limitation, express assignments of any trademark or domain name intended to be included in the Assigned Properties but not specifically listed in Schedule A) and to take such other actions as may be necessary to transfer to Assignee its entire right, title and interest in and to the Assigned Properties.

3. The assignment set forth in paragraph 1 of this Assignment is subject to those licenses, options to acquire licenses and other rights in and to the Assigned Properties previously granted to any third person, on the terms and conditions set forth in the Asset Purchase Agreement, and in effect as of the date of this Assignment.
4. The parties hereto authorize and request that the respective Trademark Offices of the relevant jurisdictions record and recognize Assignee as the assignee and owner of the Assigned Trademarks.
5. The parties hereto authorize and request the appropriate registrar(s) of the Assigned Domain Names to record the transfer of registration of the Assigned Domain Names to Assignee. Assignor specifically agrees to initiate, when necessary, any online domain name transfer process to effect the foregoing, and to timely respond to all requests for confirmation of the same.
6. This Assignment shall be governed by and construed in accordance with the laws of the United States of America, with respect to applicable federal law, and the State of Delaware with respect to applicable state law, without regard to the conflicts of law principles thereof.
7. All capitalized terms not otherwise defined in this Assignment, as used in this Assignment, will have the respective meanings set forth in the Asset Purchase Agreement.

- Signatures appear on the following page -

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed in duplicate originals by its duly authorized representative as of the day and year first above written.

"Assignor"

APPVION, INC

By: _____

Name: Mark Richards

Title: President and Chief Executive Officer

Signature Page to Trademark Assignment

Schedule A

ASSIGNED TRADEMARKS

Jurisdiction	Mark	Reg. No	Reg. Date	Serial No.	Filed
US	ENCAPSYS	3592902	17-Mar-2009	77/976,524	30-Jan-2008
EM	ENCAPSYS	8627788	13-May-2010	8627788	20-Oct-2009
CA	ENCAPSYS	801900	11-Jul-2011	1455801	19-Oct-2009
Wisconsin (US State)	ENCAPSYS	N/A	07-Oct-2009	N/A	07-Oct-2009
EM	ENFINIT	12349965	03-Oct-2014	N/A	28-Nov-2013
CA	ENFINIT	Pending	Pending	1654080	28-Nov-2013
US	ENFINIT	4,704,612	17-Mar-2015	86/016,350	22-Jul-2013
CA	Enlighten	Pending	Pending	1654083	28-Nov-2013
EM	Enlighten	12349924	01-May-2014	N/A	28-Nov-2013
US	Enlighten	Pending	Pending	85/951,495	05-Jun-2013
CA	ENSENSA	Pending	Pending	1654081	28-Nov-2013
EM	ENSENSA	12349941	01-May-2014	N/A	28-Nov-2013
US	ENSENSA	Pending	Pending	85/952,411	06-Jun-2013

ASSIGNED DOMAIN NAMES

ENCAPSYS.COM
ENCAPSYS.ORG
ENCAPSYS.NET