

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363374

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Green Bay Converting, Inc.		11/01/2015	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Sofidel America Corp.		
Street Address:	1006 Marley Drive		
City:	Haines City		
State/Country:	FLORIDA		
Postal Code:	33844		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4123908	VALORE	
Registration Number:	3829021	NATURALLY GREEN	
Registration Number:	3758714	EVER-GREEN	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	cmurphy@jonesday.com, rcampbell@jonesday.com		
Correspondent Name:	Jones Day		
Address Line 1:	1420 West Peachtree Street		
Address Line 2:	Ste. 800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	674559-605002		
NAME OF SUBMITTER:	Charlotte K. Murphy		
SIGNATURE:	/Charlotte K. Murphy/		
DATE SIGNED:	11/23/2015		
Total Attachments: 10			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), dated as of November 1, 2015 (the "Effective Date"), is entered into by and between GREEN BAY CONVERTING, INC., a Wisconsin corporation with its principal office at 2200 Larsen Road, Green Bay, WI 54303 ("Assignor"), and SOFIDEL AMERICA CORP., a Florida corporation, with its principal office at 1006 Marley Drive, Haines City, FL 33844 ("Assignee"). Assignor and Assignee shall hereinafter be referred to interchangeably in the singular as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement, dated as of August 15, 2015, by and among Assignor, Assignee, HPC Properties, LLC, the Santagá 2005 Revocable Trust, Gregory P. Santagá and, solely with respect to Section 2.5 and Articles IV, VI, VII, VIII, IX, X, and XI, JGS Properties, LLC (the "Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the Acquired Assets, including the Intellectual Property Rights included therein;

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under those United States and foreign trademarks and trademark applications listed on Schedule A or that otherwise constitute Acquired Assets and the goodwill associated with such trademarks and trademark applications and any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, renewals and extensions of any of the foregoing and any trademark registrations that may be registered from any of the foregoing (collectively, the "Assigned Trademarks"); and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all of Assignor's right, title and interest in and to the Assigned Trademarks.

NOW, THEREFORE, in consideration of the foregoing and the covenants, representations, warranties and agreements made herein and in the Agreement, and of the benefits to be derived hereby, and for other good and other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties intending to be legally bound, hereby agree as follows::

1. Agreement; Conflicts. This Assignment is executed and delivered pursuant to the Agreement and made subject to the representations and warranties of the Assignor contained therein. Assignor hereby specifically incorporates by reference all of its representations, warranties and covenants contained in the Agreement. In the event of any conflict between the Agreement and this Assignment, the Agreement shall prevail and govern. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

2. Assignment. Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Assigned

Trademarks, the goodwill associated with the Assigned Trademarks, any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, renewals and extensions of any of the foregoing and any trademark registrations that may be registered from any of the foregoing, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

3. Recordation. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the Assigned Trademarks, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned Trademarks.

4. Further Assurances; Limited Power of Attorney. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) as are requested by Assignee in connection with (i) perfection of the rights assigned herein, including the preparation, execution, and delivery of all documentation which may be reasonably necessary to further document and record the assignment of the Assigned Trademarks made herein, (ii) the preparation and prosecution of any application, extensions or equivalent to any of the foregoing for any of the Assigned Trademarks; (iii) the prosecution or defense of any opposition, cancellation, infringement or other proceedings that may arise in connection with any of the Assigned Trademarks, this Assignment or the assignment made hereby; and (iv) obtaining any additional protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country. If Assignee is unable for any reason, after reasonable effort, to secure the Assignor's signature on any document needed in connection with the actions specified above, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by the Assignor.

5. Notices. All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if (a) delivered personally against written receipt, (b) sent by facsimile or e-mail transmission, (c) mailed by registered or certified mail, postage prepaid, return receipt requested, or (d) mailed by

reputable international overnight courier, fee prepaid, to the parties hereto at the following addresses or facsimile numbers:

If to Assignee: Sofidel America Corp.
1006 Marley Drive
Haines City, FL 33844
Attention: Stefano Giannini
E-mail: stefano.giannini@sofidel.it

With a copy to: Jones Day
1420 Peachtree Street NE, Suite 800
Atlanta, GA 30309
Attention: Sterling A. Spainhour Jr., Esq.
Facsimile: (404) 581-8330
E-mail: sspainhour@jonesday.com

If to Assignor: Green Bay Converting, Inc.
JGS Properties, LLC
2200 Larsen Road
Green Bay, WI 54303
Attention: Gregory P. Santagá
Facsimile: (920) 498-5100
E-mail: GSantaga@GBConvert.com

With a copy to: Law Firm of Conway, Olejniczak & Jerry, S.C.
231 South Adams Street
Green Bay, WI 54301
Attention: Attorney Tori Lynne Kluess
Facsimile: (920) 437-2868
E-mail: TLK@lcojlaw.com

All such notices, requests and other communications will be deemed given, (a) if delivered personally as provided in this Section 5, upon delivery, (b) if delivered by facsimile transmission or electronic mail as provided in this Section 5, upon confirmed receipt, (c) if delivered by mail as provided in this Section 5, upon the earlier of the third (3rd) Business Day following mailing or receipt, and (d) if delivered by overnight courier as provided in this Section 5, upon the earlier of the next Business Day following the date sent by such overnight courier or receipt (in each case regardless of whether such notice, request or other communication is received by any other Person to whom a copy of such notice is to be delivered pursuant to this Section 5). Any Party hereto may change the address to which notices, requests and other communications hereunder are to be delivered by giving the other Parties hereto notice in the manner set forth herein.

6. Entire Agreement. This Assignment and the Agreement (including the Ancillary Documents, Exhibits and Schedules hereto and thereto) and the other documents contemplated hereby contain the entire understanding of the parties hereunder relating to the subject matter hereof and supersede all prior written or oral and all contemporaneous oral agreements and understandings relating to such subject matter, except for any confidentiality agreement between Buyer and Sellers which the Parties agree shall remain in full force and effect.

7. No Third-Party Beneficiary. This Assignment is made for the sole benefit of the Parties and their respective successors, executors and permitted assigns, and nothing contained herein, express or implied, is intended to or shall confer upon any other Person any third-party beneficiary right or any other legal or equitable rights, benefits or remedies of any nature whatsoever under or by reason of this Assignment.

8. Governing Law. This Assignment will be governed by and construed in accordance with the Laws of the State of Wisconsin, without giving effect to any choice of Law or conflict of Law provision or rule that would cause the application of the Laws of a jurisdiction other than Wisconsin. Despite the above, the substantive law of the jurisdiction of each respective Assigned Trademark governs the validity and enforceability of the subject Assigned Trademark.

9. Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future Law, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such provision had never comprised a part hereof, (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by such provision or its severance herefrom and (d) in lieu of such provision, there will be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such provision as may be possible.

10. Heading; Construction. The descriptive headings contained in this Assignment are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Assignment. It is understood and agreed that neither the specifications of any dollar amount in this Assignment nor the inclusion of any specific item in the Schedules or Exhibits is intended to imply that such amounts or higher or lower amounts, or the items so included or other items, are or are not material, and no party hereto shall use the fact of setting of such amounts or the fact of the inclusion of such item in the Schedules or Exhibits in any dispute or controversy between the Parties as to whether any obligation, item or matter is or is not material for purposes hereof. The Parties have participated jointly in the negotiation and drafting of this Assignment and, in the event that an ambiguity or question of intent or interpretation arises, this Assignment shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Assignment.

11. Expenses. Each party shall bear all of its costs and expenses (including any legal, accounting and other professional fees and expenses) that it incurs in

connection with the negotiation, execution and performance of this Assignment and the consummation of the transactions contemplated hereby and thereby.

12. Specific Performance. The Parties acknowledge and agree that the other Parties would be damaged irreparably in the event any of the provisions of this Assignment are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the parties agrees that each party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Assignment and to enforce specifically this Assignment and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the parties and the matter in addition to any other remedy.

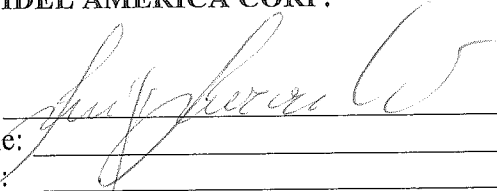
13. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same Assignment. Signatures of the Parties transmitted by facsimile or electronic transmission (i.e., email or in pdf. format) shall be deemed to be original signatures for all purposes.

14. Jurisdiction and Venue. Any and all claims, questions, or disputes regarding the interpretation, performance, and enforceability of this Assignment, the rights and remedies of the parties hereunder, and all related actions or counterclaims shall be initiated and prosecuted in the state or federal court located in Green Bay, Brown County, Wisconsin. The parties further agree to submit to the jurisdiction of these courts.

[Signature page follows]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

SOFIDEL AMERICA CORP.

By: 
Name: _____
Title: _____

GREEN BAY CONVERTING, INC.

By: _____
Gregory P. Santagá, Its Chief Executive
Officer

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

SOFIDEL AMERICA CORP.

By: _____
Name: _____
Title: _____

GREEN BAY CONVERTING, INC.

By: C.P.S.
Gregory P. Santagá, Its Chief Executive
Officer

SCHEDULE A

Assigned Trademarks

Federal Registered Trademarks:

Description of Mark	Class and Goods/Services	Serial No.	Registration Information
VALORE (word mark)	Class 16: Bathroom tissue; Face towels of paper; Facial tissue; Hand towels of paper; Napkin paper; Paper hand-towels; Paper napkins; Paper tissues; Paper towels; Toilet tissue	85,138,880 Filed: Sept. 27, 2010 First Use: April 1, 2010 First Use in Commerce: Sept. 1, 2010	Principal 4,123,908 April 10, 2012
NATURALLY GREEN (word mark)	Class 16: Sanitary tissue paper products, namely, bath tissue, paper towels, paper napkins, facial tissue and disposable wipes not impregnated with chemicals or compounds.	77,597,094 Filed: Oct. 21, 2008 First Use: Mar. 15, 2010 First Use in Commerce: Mar. 15, 2010	Principal 3,829,021 Aug. 3, 2010
EVER-GREEN	Class 16: Sanitary tissue paper products, namely, bath tissue, paper towels, paper napkins, facial tissue and disposable wipes not impregnated with chemicals or compounds for cleaning up spills.	77,594,758 Filed: Oct. 21, 2008 First Use: Apr. 15, 2009 First Use in Commerce: Apr. 15, 2009	Principal 3,758,714 Mar. 9, 2010

Wisconsin Registered Trademarks:

Description of Mark	State	Goods/Services	Owner Information	Registration Information
EVER GREEN (word mark)	WI	Sanitary tissue paper products, namely, bath tissue, paper towels, paper napkins, facial tissue and wipes.	Green Bay Converting, Inc.	Filed: October 22, 2008 First Use: January, 2009
GREEN GENERATION (word mark)	WI	Sanitary tissue paper products, namely, bath tissue, paper towels, paper napkins, facial tissue and wipes.	Green Bay Converting, Inc.	Filed: October 22, 2008 First Use: January, 2009
VALUE GREEN (word mark)	WI	Sanitary tissue paper products, namely, bath tissue, paper towels, paper napkins, facial tissue and wipes.	Green Bay Converting, Inc.	Filed: October 22, 2008 First Use: January, 2009
NATURALLY GREEN (word mark)	WI	Sanitary tissue paper products, namely, bath tissue, paper towels, paper napkins, facial tissue and wipes.	Green Bay Converting, Inc.	Filed: October 29, 2008 First Use: November, 2008
HARMONY HOME (word mark)	WI	Tissue paper products, namely, bathroom tissue, paper towels, paper napkins and facial tissue.	Green Bay Converting, Inc.	Filed: May 6, 2009 First Use: July, 2009
BRIGHT DAWN (word mark)	WI	Tissue paper products, namely, bathroom tissue, paper towels, paper napkins and facial tissue.	Green Bay Converting, Inc.	Filed: May 20, 2009 First Use: July, 2009

HARMONY HOME (design mark)	WI	Tissue paper products, namely, bathroom tissue, paper towels, paper napkins and facial tissue.	Green Bay Converting, Inc.	Filed: October 7, 2009 First Use: July, 2009
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