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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM380572

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FibeRio Technology Corporation		03/31/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	CLARCOR Inc.	
Street Address:	840 Crescent Centre Drive	
Internal Address:	Suite 600	
City:	Franklin	
State/Country:	TENNESSEE	
Postal Code:	37067	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	86189467	FIBER FOUNDRY
Registration Number:	4394037	FIBERLAB
Registration Number:	4119205	FIBERIO
Registration Number:	4119204	THE FORCE FOR NANOFIBERS
Registration Number:	4165110	
Registration Number:	4224668	FIBER ENGINE
Registration Number:	4180942	FORCESPINNING

CORRESPONDENCE DATA

Fax Number: 3126165700

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.

Phone: 312-616-5600

Email: trademark@leydig.com

Correspondent Name: Tamara A. Miller

Address Line 1: Two Prudential Plaza, 180 N. Stetson Ave

Address Line 2: Suite 4900

Address Line 4: Chicago, ILLINOIS 60601-6745

ATTORNEY DOCKET NUMBER: 723854

TRADEMARK REEL: 005770 FRAME: 0982

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NAME OF SUBMITTER:	Tamara A. Miller	
SIGNATURE:	/Tamara A. Miller/	
DATE SIGNED:	04/14/2016	
Total Attachments: 4		
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is made as of March 3(_____, 2016 (the "Effective Date"), by FIBERIO TECHNOLOGY CORPORATION, a corporation of the State of Delaware, with its principal place of business at 4409 W. Wanda Avenue, Suite B, McAllen, TX 78503 (the "Assignor"), in favor of CLARCOR INC., a State of Delaware corporation, with its principal place of business at 840 Crescent Centre Drive, Suite 600, Franklin, TN 37067 (the "Assignee").

RECITALS

- A. Pursuant to the Asset Purchase Agreement between Assignor and Assignee dated March 31, 2016 (the "Purchase Agreement"), Assignor sold, transferred, assigned and conveyed certain assets of Assignor to Assignee, including the Assigned Trademarks under that certain Bill of Sale, Assignment and Assumption Agreement dated March 31, 2016 (the "Bill of Sale").
- B. Under the terms of the Purchase Agreement and the Bill of Sale, Assignor has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office.

AGREEMENT

For good and valuable consideration, including that recited in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein and in the Purchase Agreement, Assignor and Assignee mutually agrees as follows:

- 1. <u>Definition of Assigned Trademarks</u>. The term "Assigned Trademarks" shall mean the trademark registrations and applications for registration of trademarks listed in Exhibit A attached hereto and made a part hereof.
- 2. Assignment of the Assigned Trademarks. Assignor hereby assigns, sells, transfers, assigns, conveys, and grants to Assignee, all of Assignor's right, title, and interest in and to the Assigned Trademarks, together with the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks, and including all common law and other rights thereto.
- 3. Assignment of Enforcement Rights. Assignor hereby sells, assigns, and transfers to Assignee any and all claims, demands, causes of action, and recoveries, both at law and in equity, that Assignor may have, or may hereinafter acquire, on account of any past, present, or future infringement or other violations of any of the Assigned Trademarks, together with the right to bring suit for and/or initiate any proceedings to collect any and all damages arising from said claims or causes of action, and does hereby empower Assignee, and its successors and assigns, to sue for and collect the same, to its and their own absolute use.
 - 4. General Provisions.

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- 4.1 <u>Further Actions</u>. Each of the parties covenants and agrees, at the expense of the requesting party, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the transactions contemplated by this Assignment and the Purchase Agreement, including in the implementation or perfection of this Assignment and the recordal and execution of any additional documents necessary to facilitate the assignment of the Assigned Trademarks in any jurisdiction.
- 4.2 <u>Governing Law</u>. This Assignment will be governed by and construed under the laws of the State of Delaware without regard to conflicts of laws principles that would require the application of any other law.
- 4.3 Assignments and Successors. No party may assign any of its rights or delegate any of its obligations under this Assignment without the prior written consent of the other party, except for assignment and transfers by operation of law and assignment of any rights hereunder to any affiliate of Assignor or Assignee, provided that no such assignment will relieve any parties hereto from any of its obligations hereunder. Subject to the preceding sentence, this Assignment will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.
- 4.4 <u>Amendment</u>. This Assignment may not be amended or modified except pursuant to an instrument in writing signed by Assignee and Assignor.
- 4.5 <u>Counterparts.</u> 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 agreement. The exchange of copies of this Assignment and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.
- 4.6 Terms of the Bill of Sale. The terms of the Bill of Sale, including but not limited to all representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks, are incorporated herein by this reference, and Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Bill of Sale shall remain in full force and effect to the full extent provided therein. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Bill of Sale, the terms and conditions of the Bill of Sale shall prevail.

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IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first written above.

ASSIGNOR:	ASSIGNEE:
FIBERIO-FECHNOLOGY CORPORATION	CLARCORINC
By Jeny Buha	By:
Name: Effery Buchanan	Name: <u>Lichard Wolferin</u>
Title: Chief Executive Officer	Title VP - GON CONSOL +CX

Exhibit A

ASSIGNED TRADEMARKS

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	USPTO Registration/Application Status	Country
FIBER FOUNDRY	86/189,467	02/10/2014	n/a	n/a	Live	US
FIBERLAB	85/805,724	12/18/2012	4,394,037	08/27/2013	Live	US
FIBERIO	85/090,798	07/22/2010	4,119,205	03/27/2012	Live	US
THE FORCE FOR NANOFIBERS	85/090,792	07/22/2010	4,119,204	03/27/2012	Live	US
	85/090,783	07/22/2010	4,165,110	06/26/2012	Live	us
FIBER ENGINE	85/509,587	01/05/2012	4,224,668	10/16/2012	Live	US
FORCESPINNING	85/090,802	07/22/2010	4,180,942	07/24/2012	Live	US

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RECORDED: 04/14/2016