

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384170

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mohawk Fine Papers, Inc.		02/01/2013	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Flambeau River Papers LLC		
Street Address:	200 First Avenue North		
Internal Address:	PO Box 340		
City:	Park Falls		
State/Country:	WISCONSIN		
Postal Code:	54552		
Entity Type:	Limited Liability Company: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1440555	BRITEHUE	
CORRESPONDENCE DATA			
Fax Number:	6082529243		
<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:	6082558891		
Email:	mal@dewittross.com		
Correspondent Name:	Marcia Layton		
Address Line 1:	DeWitt Ross & Stevens S.C.		
Address Line 2:	2 E. Mifflin Street, Suite 600		
Address Line 4:	Madison, WISCONSIN 53703-2865		
NAME OF SUBMITTER:	Marcia Layton		
SIGNATURE:	/marcialayton/		
DATE SIGNED:	05/12/2016		
Total Attachments: 9			
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TRADEMARK PURCHASE AGREEMENT

Trademark Purchase Agreement, dated February 1, 2013 (this "Agreement"; capitalized terms used herein and not otherwise defined herein shall have the respective meanings given such terms in the Sales and Marketing Agreement, dated as of the date hereof (the "Sales and Marketing Agreement", among Buyer and Seller)), between Mohawk Fine Papers Inc., a New York corporation ("Seller"), and Flambeau River Papers LLC, a Wisconsin limited liability company ("Buyer"), each of Seller and Buyer a "Party" and, collectively, the "Parties".

RECITALS:

WHEREAS, Buyer is engaged in, among other things, the manufacturing of fine paper; and

WHEREAS, Seller is the owner of the Brite Hue line of papers and, among other things, certain intangible assets associated therewith, including all trademarks, trade names, logos and other indicia of origin set forth on Schedule A attached hereto, together with any goodwill expressly associated therewith (such trademarks, trade names, logos and indicia of origin, collectively, the "Trademarks"); and

WHEREAS, Buyer desires to acquire, and Seller is willing to sell, the Trademarks on the terms as specified in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the Parties, intending to be legally bound, hereby agree as follows:

1. Sale of Assets.

(a) Upon the terms and conditions set forth in this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell, convey, transfer, assign and deliver to Buyer, all on the Closing Date, all of Seller's right, title and interest in and to the Trademarks, including the goodwill expressly symbolized by the Trademarks; any registrations of, or applications for registration of, the Trademarks, whether in the United States or elsewhere; and any right to sue for and receive all damages accruing from past infringement of any of the Trademarks.

(b) Anything in this Agreement to the contrary notwithstanding, Buyer is acquiring only the Trademarks from Seller, and is expressly not acquiring any other asset of Seller, including without limitation any rights or interests in the Marketer Marks.

2. Purchase Price.

(a) The purchase price to be paid by Buyer to Seller for the Trademarks is [REDACTED] (the "Purchase Price").

(b) The Purchase Price shall be paid by Buyer to Seller as follows: (i) [REDACTED] having been previously paid by Buyer to Seller, such amount being credited to the Purchase Price; (ii) [REDACTED] on the date hereof (the "Closing Date"); (iii) [REDACTED] 30 days following

the Closing Date; and (iv) [REDACTED], in [REDACTED] equal installments of [REDACTED] on the 15th day of each calendar month, commencing June 15, 2013 and ending November 15, 2014, inclusive. Anything in clause (iv) of the immediately preceding sentence to the contrary notwithstanding, to the extent Seller sold Product in the calendar month immediately preceding a Payment Period that will result in a Net Payment of less than [REDACTED] as shown on the relevant invoice delivered by Buyer to Seller with respect to such Payment Period pursuant to Section 6(c) of the Sales and Marketing Agreement (the amount of such Net Payment as set forth on the relevant invoice, the "Invoiced Amount"), payment by Buyer to Seller of the amount by which the relevant Invoiced Amount falls short of [REDACTED] may be deferred for up to 30 days following the date such payment would otherwise have been due, provided, however, that all other amounts otherwise due shall be paid on the scheduled payment date. Any term of this paragraph (b) to the contrary notwithstanding, if Buyer is unable to make a required payment hereunder, Seller and Buyer agree to negotiate in good faith to find alternative payment arrangements to enable Buyer to complete payment of the Purchase Price.

3. Closing; Closing Deliveries.

(a) The sale and purchase of the Trademarks (the "Closing") shall occur on the Closing Date. The Closing shall take place at the offices of White & Case LLP, 1155 Avenue of the Americas, New York, New York 10036, or at such other place as may be agreed to by the Parties.

(b) At and as a condition to the Closing:

- (i) Buyer shall deliver to Seller [REDACTED] via wire transfer of immediately available funds.
- (ii) the Sales and Marketing Agreement shall have been fully executed and delivered.
- (iii) Seller shall prepare, execute, deliver and, to the extent necessary, file all documents reasonably necessary to effect the transfer of the Trademarks contemplated herein, all of which documents and actions shall be subject to reasonable review and approval by Buyer's counsel.

(c) From time to time, at a Party's reasonable request, the other Party shall execute and deliver such further instruments of conveyance, transfer and assignment, and take such other action as may be reasonably requested in order to complete and effect the transaction contemplated herein.

4. **Representation and Warranties of Seller.** Seller represents and warrants to Buyer as follows:

(a) Organization, Existence and Standing. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of New York. Seller has full

corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement.

(b) Organization Authority. The entering into and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and thereby (i) have been duly and validly authorized by all requisite corporate and stockholder action of Seller, (ii) constitutes the legal, valid, and binding obligation of Seller, and (iii) is enforceable against Seller in accordance with its terms, subject to the laws affecting creditors' rights.

(c) No Conflicts. (i) Neither the execution and delivery of this Agreement nor compliance with its terms and provisions will conflict with, result in the breach or violation of, or constitute a default under, any of the terms, conditions or provisions of (i) Seller's Certificate of Incorporation or Bylaws, (ii) any agreement or instrument to which Seller is a party or by which Seller is bound, or (iii) any law applicable to Seller.

(d) Litigation. There is no action, suit, proceeding at law or in equity, any arbitration or any administrative or other proceeding, or any investigation or audit, by, before or against any governmental entity or any other Person, pending, or, to the actual knowledge of Seller, threatened, in respect of the Trademarks. Seller is not subject to any judgment, order, injunction, decree, writ, permit or license which restricts Seller's ability to transfer the Trademarks as contemplated by this Agreement.

(e) Title to Trademarks. Seller has good and marketable title to the Trademarks free and clear of all liens, security interests or other encumbrances of any kind and has the right to sell, assign, transfer, convey and deliver the Trademarks to Buyer without penalty or other adverse consequence. At the Closing, Buyer will receive good and marketable title to the Trademarks, free and clear of all liens, security interests or other encumbrances. Seller's use of the Trademarks has not, to its knowledge, infringed, misappropriated or violated any third-party intellectual property rights.

5. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

(a) Organization, Existence and Standing. Buyer is a Wisconsin limited liability company duly organized, validly existing and in good standing under the laws of the State of Wisconsin. Buyer has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement.

(b) Organization Authority. The entering into and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and thereby (i) have been duly and validly authorized by all requisite member action of Buyer, (ii) constitutes the legal, valid, and binding obligation of Buyer, and (iii) is enforceable against Buyer in accordance with its terms, subject to the laws affecting creditors' rights.

(c) No Conflicts. (i) Neither the execution and delivery of this Agreement nor compliance with its terms and provisions will conflict with, result in the breach or violation of, or

constitute a default under, any of the terms, conditions or provisions of (i) Buyer's Articles of Organization, (ii) any agreement or instrument to which Buyer is a party or by which Buyer is bound, or (iii) any law applicable to Buyer.

6. **No Encumbrances.** Until 121 days after the Purchase Price has been paid in full, Buyer agrees that it will not place, or give to any Person, any lien, security interest or other encumbrance, with respect to any Product held at any time by Seller, whether in the form of finished goods or work in process (including without limitation full rolls).

7. **Indemnification.**

(a) **Survival.** The respective representations and warranties of the Parties contained in this Agreement shall survive the Closing Date for a period of 24 months, except that Seller's representation and warranty of title to the Trademarks shall survive the Closing indefinitely. The covenants and agreements of the Parties contained in this Agreement shall survive the Closing indefinitely or for the shorter period explicitly specified herein. Notwithstanding the two preceding sentences, any breach of covenant, agreement, representation or warranty in respect of which indemnity may be sought under this Agreement shall survive the time at which it would otherwise terminate pursuant to the preceding sentences, if notice of the inaccuracy thereof giving rise to such right of indemnity specifying the factual basis of the inaccuracy in reasonable detail shall have been given to the Party against whom such indemnity may be sought prior to such time.

(b) **Seller Indemnity.** Seller shall indemnify, defend and hold Buyer, and its officers, directors, members, managers, employees, agents, representatives and successors (each a "**Buyer Indemnifiable Party**") harmless from and against all claims, suits, damages, losses or expenses incurred by a Buyer Indemnifiable Party (including reasonable attorneys' fees) arising out of or resulting from (i) the inaccuracy or breach of any representation or warranty of Seller contained in this Agreement or (ii) the breach of any covenant of Seller contained in this Agreement.

(c) **Buyer Indemnity.** Buyer shall indemnify, defend and hold Seller and its shareholders, directors, officers, members, managers, employees, agents, representatives and successors (each a "**Seller Indemnifiable Party**") harmless from and against all claims, suits, damages, losses or expenses incurred by a Seller Indemnifiable Party (including reasonable attorneys' fees) arising out of or resulting from (i) the inaccuracy or breach of any representation or warranty of Buyer contained in this Agreement or (ii) the breach of any covenant of Buyer contained in this Agreement.

(d) **Additional Rights.** On the occurrence of any event for which a Buyer Indemnifiable Party or Seller Indemnifiable Party (each, an "**Indemnifiable Party**") is entitled to indemnification under the provisions of this Agreement, the Indemnifiable Party also shall have all other rights and remedies available to it at law and equity, in bankruptcy or otherwise.

8. **Disclosure.** Seller and Buyer agree that no public release, disclosure or announcement concerning this Agreement (including any of its provisions or its existence) or any transactions

contemplated hereunder shall be issued or released by any Party or any of their respective Affiliates without the prior written consent of the other Party hereto.

9. **Notices.** Any notice or other communication required or permitted under this Agreement shall be deemed to have been duly given (a) five days following deposit in the mails, if sent by registered or certified mail, postage prepaid, (b) when sent, if sent by facsimile transmission or email in PDF format, (c) when delivered, if delivered personally to the intended recipient, or (d) on the next Business Day following deposit with a nationally recognized overnight courier service, in each case, addressed as follows:

If to Buyer:

Flambeau River Papers LLC
200 First Avenue North
P.O. Box 340
Park Falls, WI 54552
Attn: President

With a copy (which shall not constitute notice) to:

DeWitt Ross & Stevens S.C.
2 East Mifflin Street, Suite 600
Madison, WI 53703
Attn: Bradley W. Raaths, Esq.
Fax: 608-252-9243

If to Seller:

Mohawk Fine Papers Inc.
465 Saratoga Street
Cohoes, NY 12047
Attn: President
Fax No.: (518) 237-8865

with a copy (which shall not constitute notice) to:

White & Case LLP
1155 Avenue of the Americas
New York, NY 10036
Attn: Anthony F. Kahn, Esq.
Fax: 212-354-8113

or such other address, facsimile number or email address as shall be furnished in writing by any addressee to the other addressees in accordance with the provisions of this Section.

10. **Interpretation.** The headings and captions contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Unless the context of a provision herein otherwise requires, words importing the singular include the plural and vice-versa. The words "include", "includes" or "including" mean include without limitation, includes without limitation or including without limitation. The words "hereof", "herein", "hereto" and "hereunder", and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any provision of this Agreement. References to Sections are references to Sections of this Agreement.

11. **Miscellaneous.**

(a) This Agreement: (i) sets forth the entire agreement between the Parties and supersedes all prior agreements, written or oral, concerning the subject matter herein, and there are no oral understandings, statements or stipulations bearing upon the effect of this Agreement which have not been incorporated herein; (ii) may be modified or amended only by a written instrument signed by all of the Parties; (iii) shall bind and inure to the benefit of the Parties and their respective heirs, successors and assigns; and (iv) may not be assigned by any Party. Any attempted assignment shall be null and void; provided, however, that Buyer may assign its rights, interests and obligations hereunder (A) to any direct or indirect wholly owned subsidiary of Buyer, (B) in connection with the transfer by Buyer of all or substantially all of the assets of Buyer and (C) for the purpose of securing any financing for the transactions contemplated hereby; and, provided further, that Seller may collaterally assign its rights in this Agreement to a lender or group of lenders extending credit to Seller, and such a lender or group of lenders may, in the exercise of remedies, further assign Seller's rights in this Agreement to another Person.

(b) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without reference to conflicts of law principles. With respect to any matters that may be heard before a court of competent jurisdiction, the Parties consent to (i) the jurisdiction and venue of the courts of Albany County, New York or of any federal court located in the Northern District of New York for actions brought by Buyer and (ii) the jurisdiction and venue of the courts of Price County, Wisconsin or of any federal court located in Wisconsin for actions brought by Seller.

(c) If any provision of this Agreement shall be held invalid or unenforceable by competent authority, such provision shall be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it shall then appear. The total invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

(d) This Agreement may be executed simultaneously in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All such counterparts may be evidenced by facsimile or PDF and each such facsimile or PDF shall be deemed an original and shall be binding upon the Parties for all purposes herein.

IN WITNESS WHEREOF, the Parties have duly executed this Asset Purchase Agreement on the date first written above.

MOHAWK FINE PAPERS INC.

By John F. Haren
Name: JOHN F. HAREN
Title: PRESIDENT & CFO

FLAMBEAU RIVER PAPERS LLC


By _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have duly executed this Asset Purchase Agreement on the date first written above.

MOHAWK FINE PAPERS INC.

By _____
Name:
Title:

FLAMBEAU RIVER PAPERS LLC

By 
Name: W. Ruf E. Johnson
Title: Director

Schedule A

Trademarks

BRITEHUE (U.S. Reg. No. 1,440,555) and all unregistered trademarks identical to the foregoing owned by Seller.