

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423518

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900398047		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Weyerhaeuser NR Company		07/22/2016	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Nippon Dynawave Packaging Co.		
Street Address:	3401 Industrial Way		
City:	Longview		
State/Country:	WASHINGTON		
Postal Code:	98632		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3353230	STRUCTURESERV	
Registration Number:	1503906	STRUCTUREPAK	
Registration Number:	2982101	MOXY	
Registration Number:	2407207	MOXY	
Serial Number:	87068263	MOXY	
CORRESPONDENCE DATA			
Fax Number:	5037782200		
<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:	2062237749		
Email:	jaglaf@lanepowell.com, trademarks@lanepowell.com		
Correspondent Name:	Frances Jagla		
Address Line 1:	601 S.W. Second Avenue, Suite 2100		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	130422.1		
NAME OF SUBMITTER:	Kristi Dale Hoofman		
SIGNATURE:	/Kristi Dale Hoofman/		
DATE SIGNED:	04/12/2017		

Total Attachments: 10

source=Corrected Assignment for Non Recordation#page1.tif

source=Corrected Assignment for Non Recordation#page2.tif

source=Corrected Assignment for Non Recordation#page3.tif

source=Corrected Assignment for Non Recordation#page4.tif

source=Corrected Assignment for Non Recordation#page5.tif

source=Corrected Assignment for Non Recordation#page6.tif

source=Corrected Assignment for Non Recordation#page7.tif

source=Corrected Assignment for Non Recordation#page8.tif

source=Corrected Assignment for Non Recordation#page9.tif

source=Corrected Assignment for Non Recordation#page10.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment"), dated as of July 22, 2016 (the "Effective Date"), is made and entered into by and between Weyerhaeuser NR Company, a Washington corporation ("Assignor"), and Nippon Dynawave Packaging Co., a Delaware corporation ("Assignee").

A. Assignor is the sole owner of the intellectual property described in Section 2 and Schedule I of this Assignment (collectively, the "Intellectual Property"); and

B. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated June 15, 2016 (the "Purchase Agreement") pursuant to which Assignor has agreed to sell, transfer, assign, convey and deliver to Assignee and Assignee has agreed to purchase and acquire from Assignor certain specified assets, including the Intellectual Property.

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the promises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

ASSIGNMENT

1. Definitions. Terms defined in the Purchase Agreement and not otherwise defined in this Assignment shall have the meanings ascribed thereto in the Purchase Agreement.

2. Assignment. Assignor hereby irrevocably sells, transfers, assigns, conveys, and delivers to Assignee all of Assignor's right, title and interest in, to and under:

(a) the patents (including all reissues, divisions, continuations, reexaminations and extensions thereof), patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, business names, brand names, copyright registrations, copyright applications, designs, design registrations, domain names, logos, slogans, trade styles, trade dress and other indicia of origin set forth in the attached Schedule I and all rights to any of the foregoing including all the goodwill and common law rights associated therewith;

(b) all trade secrets, unregistered copyrights, know-how, processes, methods, designs, plans, specifications, data, inventions and discoveries (whether or not patentable and reduced to practice), improvements, confidential or proprietary information, customer data and all rights with respect to any of the foregoing, in each case that are owned by Assignor and used or held for use primarily in the operation of the Business as currently conducted; and

(c) to the extent assignable, all license and other contractual rights granted to Assignor by a third party with regard to trade secrets, unregistered copyrights, know-how, processes, methods, designs, plans, specifications, data, inventions and discoveries (whether or not patentable and reduced to practice), improvements, confidential or proprietary information and customer data used or held for use solely in the operation of the Business as currently conducted, including, without limitation, those set forth in the attached Schedule I, including

without limitation any royalties, fees, dividends, or other payments owed, due or payable therefor, and the full right and ability to sue or bring actions for past, present, and future infringement, misappropriation, or other violations.

3. Further Assurances. Assignor shall execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation, and otherwise agrees to assist Assignee, its successors and assigns as reasonably requested by Assignee, at Assignor's own expense, to effect the terms of this Assignment.

4. Terms of the Purchase Agreement. Each of Assignor and Assignee acknowledges and agrees that the representations, warranties and agreements contained in the Purchase Agreement, and any limitations thereto, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

5. Successors and Assigns. The Assignment and all of the provisions hereof shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns. No provision of this Assignment is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the Assignor and Assignee and their respective successors and assigns.

6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of laws thereof.

7. Amendment and Waiver. Any term or condition of this Assignment may be waived at any time by the party which is entitled to the benefit thereof, but only if such waiver is evidenced by a writing signed by such party which makes specific reference to this Assignment. No failure on the part of Assignor and Assignee to exercise, and no delay in exercising any right, power or remedy created hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No waiver by Assignor or Assignee of any breach of or default in any term or condition of this Assignment shall constitute a waiver of or assent to any succeeding breach of or default in the same or any other term or condition hereof. This Agreement shall not be altered, supplemented or amended except by an instrument in writing signed by each of Assignor and Assignee.

8. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any rule or Law or public policy, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the assignment hereunder is not affected in any manner materially adverse to either Assignor or Assignee. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, Assignor and Assignee shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible.

9. Entire Agreement. This Assignment, together with the Purchase Agreement, constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among Assignor and Assignee with respect to the subject matter hereof.

10. Counterparts. This Assignment may be executed in one or more counterparts, either manually or electronically, each of which shall be deemed an original and all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of Assignor and Assignee and delivered to the other party.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the Effective Date.

ASSIGNOR:

Weyerhaeuser NR Company

By: *Thomas R Stodes*

Name: Thomas R Stodes

Title: VICE PRESIDENT

ASSIGNEE:

Nippon Dynawave Packaging Co.

By: *Mizuho Ishida*

Name: Mizuho Ishida

Title: PRESIDENT

Schedule I

PATENTS

REDACTED

TRADEMARKS

Docket No.	Mark	Country	Status	Class	Application No.	Filed	Reg. No.	Reg. Date
16044	STRUCTUREPAK	US	Registered	16	73713567	2/26/1988	1503906	9/13/1988
16044	STRUCTUREPAK	AU	Registered	16	1037078	1/10/2005	1037078	8/22/2005
16044	STRUCTUREPAK	CA	Registered	16	1242924	1/7/2005	656969	1/19/2006

Page 5 of 9

132488790.2

TRADEMARK
REEL: 006033 FRAME: 0235

Docket No.	Mark	Country	Status	Class	Application No.	Filed	Reg. No.	Reg. Date
16044	STRUCTUREPAK	CN	Lapsed 10/27/2014	16	3415179	12/24/2002	3415179	10/28/2004
16044	STRUCTUREPAK	EM	Registered	16	004237707	1/10/2005	004237707	1/17/2006
16044	STRUCTUREPAK	HK	Registered	16	300352205	1/11/2005	300352205	6/1/2005
16044	STRUCTUREPAK	JP	Registered	16	12492005	1/11/2005	4893365	9/9/2005
16044	STRUCTUREPAK	KR	Registered	16	4020050001159	1/11/2005	0648880	1/26/2006
16044	STRUCTUREPAK	MX	Registered	16	700153	2/3/2005	875228	5/31/2005
16044	STRUCTUREPAK	MY	Registered	16	05000834	1/18/2005	05000834	5/24/2007
16044	STRUCTUREPAK	TW	Registered	16	094001416	1/11/2005	1179646	11/1/2005
16044	STRUCTUREPAK	VN	Registered	16	4200500298	1/10/2005	73760	7/18/2006
16044	STRUCTUREPAK MAXY	MX	Registered	16	681202	10/08/2004	873707	3/29/2005
23273-001	MOXY	US	Registered	16	75653706	3/4/1999	2407207	11/21/2000
23273-001	MOXY	AU	Registered	16	1036572	12/23/2004	1036572	8/1/2005
23273-001	MOXY	BR	Registered	16	826312071	3/11/2004	826312071	4/1/2008
23273-001	MOXY	CA	Registered	16	1204492	1/28/2004	682208	2/23/2007
23273-001	MOXY	CN	Registered	16	3901785	2/3/2004	3901785	6/21/2006
23273-001	MOXY	EM	Registered	16	003642253	1/28/2004	003642253	6/15/2005
23273-001	MOXY	HK	Registered	16	300343034	12/23/2004	300343034	42/22/2005
23273-001	MOXY	JP	Registered	16	208141999	3/9/1999	4391239	6/9/2000
23273-001	MOXY	KR	Registered	16	4020040003463	1/28/2004	4006159160000	4/27/2005
23273-001	MOXY	MX	Registered	16	654257	4/30/2004	849050	8/24/2004
23273-001	MOXY	TW	Registered	16	093003268	1/29/2004	1125452	11/1/2004
23272-002	MOXY	US	Registered Lapsed	16	75653706	11/24/2003	2982101	8/2/2005

Docket No.	Mark	Country	Status	Class	Application No.	Filed	Reg. No.	Reg. Date
			3/4/2016 Intent to Use appl. filed 6/ /2016					
23272-002	MOXY	JP	Registered	16	97532004	2/5/2004	4816357	11/12/2004
25455-001	STRUCTURESERV	US	Registered	16	78379602	3/5/2004	3353230	12/11/2007
25455-001	STRUCTURESERV	AU	Registered	16	992352	3/5/2004	992352	10/26/2004
25455-001	STRUCTURESERV	CA	Registered	16	1208664	3/5/2004	TMA700327	11/6/2007
25455-001	STRUCTURESERV	CN	Registered	16	3949392	3/9/2004	3949392	11/7/2006
25455-001	STRUCTURESERV	EM	Registered	16	003707338	3/8/2004	003707338	6/17/2005
25455-001	STRUCTURESERV	HK	Registered	16	300173439	3/8/2004	300173439	9/21/2004
25455-001	STRUCTURESERV	ID	Registered	16	D00.2004.09879-09951	04/15/2004	IDM000055340	11/17/2005
25455-001	STRUCTURESERV	IN	Registered	16	1272154	3/12/2004	1272154	10/11/2005
25455-001	STRUCTURESERV	JP	Registered	16	234952004	3/12/2004	4848736	3/18/2005
25455-001	STRUCTURESERV	KR	Registered	16	4020040010483	3/9/2004	4006110080000	3/11/2005
25455-001	STRUCTURESERV	MX	Registered	16	654524	5/3/2004	841181	7/9/2004
25455-001	STRUCTURESERV	MY	Registered	16	200402955	3/12/2004	04002955	6/20/2006
25455-001	STRUCTURESERV	SG	Registered	16	T0405904G	4/14/2004	T0405904G	12/7/2004
25455-001	STRUCTURESERV	TH	Registered	16	547748	3/18/2004	Kor204070	10/16/2005
25455-001	STRUCTURESERV	TW	Registered	16	093060317	12/24/2004	1177701	10/15/2005
25455-001	STRUCTURESERV	VN	Registered	16	4200401695	3/8/2004	64235	6/29/2005

Trade Secrets

REDACTED



Page 8 of 9

132488790.2

TRADEMARK
REEL: 006033 FRAME: 0238

Internally Developed Software

REDACTED



Page 9 of 9

132488790.2

RECORDED: 03/10/2017

TRADEMARK
REEL: 006033 FRAME: 0239