

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440617

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CANFOR PULP LIMITED PARTNERSHIP		12/18/2013	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Canfor Pulp Holding Inc.		
Street Address:	100 - 1700 WEST 75TH AVENUE		
City:	VANCOUVER, BRITISH COLUMBIA		
State/Country:	CANADA		
Postal Code:	V6P 6G2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2134929	POLAR KRAFT	
CORRESPONDENCE DATA			
Fax Number:	9254728895		
<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:	(925) 472-5000		
Email:	vbelevich@kilpatricktownsend.com		
Correspondent Name:	R. Gwen Peterson		
Address Line 1:	1100 Peachtree Street, Suite 2800		
Address Line 2:	Mailstop: IP Docketing - 22		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	082038-0551984		
DOMESTIC REPRESENTATIVE			
Name:	R. Gwen Peterson		
Address Line 1:	1100 Peachtree Street, Suite 2800		
Address Line 2:	Mailstop: IP Docketing - 22		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Vitaliy Belevich		
SIGNATURE:	/Vitaliy Belevich/		

OP \$40.00 2134929

DATE SIGNED:

08/24/2017

Total Attachments: 8

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CONFIRMATION AGREEMENT

THIS AGREEMENT is dated as of the 27th day of December, 2013, but executed the 18th day of December, 2013.

AMONG:

CANFOR PULP PRODUCTS INC.
("CPPI")

AND:

CANFOR PULP HOLDING INC.
("Holding")

AND:

CANFOR PULP LIMITED PARTNERSHIP
("CPLP")

WHEREAS:

- A. CPLP carries on the business of producing kraft pulp and paper at the Mills (as defined herein) in Prince George, British Columbia;
- B. CPPI owns all of the issued and outstanding limited partnership units of CPLP;
- C. Holding, in its capacity as general partner of CPLP, holds the general partner interest of CPLP; and
- D. CPPI has agreed to transfer all of the limited partnership units held by it to Holding in exchange for Common shares of Holding, in which event CPLP will be wound up in accordance with applicable law and the terms of the Limited Partnership Agreement (as defined herein).

NOW, THEREFORE, THIS AGREEMENT WITNESSESS that in consideration of the premises and the mutual covenants hereinafter set out (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties hereto covenant and agree as follows:

ARTICLE 1.
INTERPRETATION

1.1 Definitions. In this Agreement, the following words and phrases shall, unless there is something in the context inconsistent therewith, have the following meanings:

- (a) "Act" means the *Partnership Act* (Manitoba);
 - (b) "Assets" means, collectively, all right, title and interest in and to all of the property, assets and undertaking of CPLP as at the Effective Time, including, without limitation, the following:
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- (viii) all trade marks, trade names, copyrights, designs, inventions, patents, franchises, licences, authorities, and other rights and intellectual property owned or licensed by CPLP and
- (x) the goodwill of the Business, together with all lists of customers, documents, records, correspondence, and other information related to the Business (collectively, the "Goodwill");
- (c) "BNRA" means the *Business Names Registration Act* (Manitoba);
- (d) "Business" means the pulp and paper business currently carried on by CPLP at the Mills and at the facilities and operations related thereto;
- (e) "Business Day" means a day that is not a Saturday, Sunday or a statutory holiday in British Columbia;
- (h) "Effective Date" means December 27, 2013 or such other date as may be agreed to in writing by Holding and CPPI;
- (i) "Effective Time" means 11:59 pm in Vancouver, British Columbia, on the Effective Date;

- (j) "General Partner" means Holding, in its capacity as the general partner of CPLP under the Limited Partnership Agreement;
- (k) "Holding Shares" means the Common shares in the capital of Holding to be issued to CPPI under the Unit Purchase Agreement;
- (l) "Limited Partnership Agreement" means the limited partnership agreement dated April 20, 2006 and as amended January 1, 2011 and December 18th, 2013 between Holding and CPPI;

(p) "Units" means the Class A Limited Partnership Units and Class B Exchangeable Limited Partnership Units of CPLP; and

(q) "Unit Purchase Agreement" means the Unit purchase agreement dated as of December 27, 2013 between CPPI and Holding.

- 1.2 Governing Law. This Agreement shall in all respects be governed by and be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 1.3 Illegality. If any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions shall not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 1.4 Gender. Whenever the singular or the masculine is used herein the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.
- 1.5 Headings. The headings of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.
- 1.6 Clauses. Unless otherwise stated a reference herein to a numbered or lettered clause or subclause refers to the clause or subclause of each Article bearing that number or letter in this Agreement.

- 1.7 Accounting Terms. All accounting terms not defined in this Agreement shall have those meanings generally ascribed to them in accordance with Canadian generally accepted accounting principles, applied consistently.
- 1.8 Canadian Funds. Any reference herein to any dollar amount, purchase amount or sum of money shall be a reference to a Canadian dollar amount or sum of money.

ARTICLE 2.
TRANSFER OF PARTNERSHIP UNITS

- 2.1 Transfer. In accordance with and subject to the terms and conditions of the Unit Purchase Agreement, at the Effective Time, CPPI shall sell, assign and transfer the Units to Holding and Holding shall purchase the Units, free and clear of any encumbrances, in consideration for the issuance and delivery by Holding to CPPI of the Holding Shares.
- 2.2 Dissolution and Winding Up. On completion of the transfer of the Units to Holding pursuant to the Unit Purchase Agreement:
- (a) the General Partner will be the sole limited partner of CPLP and the holder of the 0.001% undivided interest in the Partnership in its capacity as general partner thereof;
 - (b) CPLP will then cease to exist both as a matter of law and in accordance with the Limited Partnership Agreement and will be automatically dissolved and wound up.

ARTICLE 3.
ASSET VESTING CONFIRMATION

- 3.1 Confirmation of Vesting of Assets. In accordance with and subject to the terms and conditions of this Agreement, the Limited Partnership Agreement and applicable law, in furtherance of the winding up of the Partnership, at the Effective Time, immediately upon the completion of the transfer of the Units to Holding in accordance with the Unit Purchase Agreement, all of the beneficial right, title and interest of CPLP in and to the

Assets shall automatically and without any further action by any party be vested in Holding, at that time the sole remaining partner of CPLP and in its own capacity, which shall have and hold the Assets and all the right, title and interest of CPLP therein and thereto absolutely.

For certainty, the parties acknowledge and agree that the legal right, title and interest in and to the Assets are already held by and vested in Holding in its capacity as General Partner.

3.2 Confirmation regarding Title.

The parties hereby agree that any declaration of trust or agency in respect of the Assets by the General Partner for and on behalf of CPLP will automatically terminate at the Effective Time and all beneficial right, title and interest in and to the Assets will thereafter be automatically vested in Holding, in its own capacity, absolutely. In addition, the parties hereby agree that all of the Obligations and Liabilities held by Holding or for which Holding is responsible for at the Effective Time in its capacity as General Partner will thereafter continue to be obligations of Holding for which it will remain responsible in its own capacity absolutely.

ARTICLE 7.
GENERAL PROVISIONS

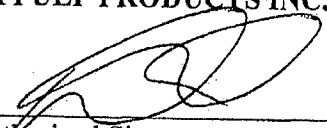
- 7.1 Further Assurances. The parties shall take such steps and execute such documents and do such further and other things as may be necessary to implement and carry out the intent of this Agreement.
- 7.2 Further Confirmation. To the extent that any contract, agreement, license, permit or other authority or document may construe, deem or treat the winding-up or dissolution of CPLP or any of the other matters or transactions contemplated hereby as involving or constituting in any manner whatsoever an assignment to, and/or a matter which requires an assumption of any obligation or liability by, Holding in connection therewith, then on the Effective Time, CPLP hereby absolutely assigns any and all of its right, title and interest in and to the Assets to Holding and Holding hereby unconditionally assumes any and all past and future Obligations and Liabilities.

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- 7.4 Time of Essence. Time shall be of the essence hereof.
- 7.5 Enurement. This Agreement shall survive the completion of the winding up and dissolution of CPLP the Effective Time and enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- 7.6 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

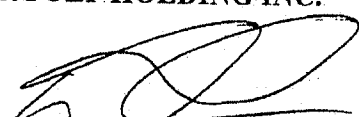
CANFOR PULP PRODUCTS INC.

Per: 
Authorized Signatory

CANFOR PULP HOLDING INC.

Per: 
Authorized Signatory

**CANFOR PULP LIMITED
PARTNERSHIP by its general partner,
CANFOR PULP HOLDING INC.**

Per: 
Authorized Signatory