TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM440284

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Graphbury Machines, LLC		08/11/2017	Limited Liability Company: WISCONSIN

RECEIVING PARTY DATA

Name:	Paper Converting Machine Company	
Street Address:	8020 Forsyth Blvd.	
City:	St. Louis	
State/Country:	MISSOURI	
Postal Code:	63105	
Entity Type:	Corporation: WISCONSIN	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4737770	GRAPHBURY MACHINES

CORRESPONDENCE DATA

Fax Number: 3146673633

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: 3145526000

ipdocket@thompsoncoburn.com Email:

Steven M. Ritchey **Correspondent Name:** Address Line 1: One US Bank Plaza

Address Line 4: St. Louis, MISSOURI 63101

NAME OF SUBMITTER:	Steven M. Ritchey
SIGNATURE:	/steven m. ritchey/
DATE SIGNED:	08/23/2017

Total Attachments: 3

source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "<u>Trademark Assignment</u>") is made as of the 11th day of August, 2017, by Graphbury Machines, LLC, a Wisconsin limited liability company ("<u>Seller</u>"), in favor of Paper Converting Machine Company, a Wisconsin corporation ("<u>Buyer</u>").

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase Agreement, dated August 11, 2017 (the "Purchase Agreement"), pursuant to which Seller has agreed to assign and transfer, and Buyer has agreed to acquire and assume all of Seller's Intellectual Property Rights, including the U.S. trademark registration listed on Exhibit A (the "Trademark"). Capitalized terms used in this Assignment without definition have the respective meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of these premises, the covenants and agreements in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged:

- 1. <u>Assignment of Trademark</u>. Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, and its successors and assigns forever, the entire right, title and interest in and to the Trademark, together with the goodwill of Seller's business associated therewith, and the right to sue for, and recover for, any past infringements thereof, to be held and enjoyed by Buyer, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller had no assignment of said Trademark been made.
- 2. <u>Purchase Agreement</u>. This Trademark Assignment is executed and delivered pursuant to the Purchase Agreement, and reference to the Purchase Agreement is hereby made for a complete description of the terms on which the Trademark is being assigned. In the event of any conflict between the terms of this Trademark Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall control. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms and provisions of the Purchase Agreement.
- 3. <u>Further Assurances</u>. From and after the date hereof, Seller shall, upon the request and the expense (if any) of Buyer, execute, deliver and perform, as applicable, all such further acts, assurances, assignments, transfers, conveyances, powers of attorney and other instruments and papers as may be reasonably requested by Buyer to secure and enforce the title and rights granted by Seller to Buyer hereunder.
- 4. <u>Governing Law.</u> This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Wisconsin, without reference to conflicts of laws principles.

[Signature page follows.]

IN WITNESS WHEREOF, Seller has caused this Trademark Assignment to be executed by its duly authorized representative as of the day and year first written above.

GRAPHBURY MACHINES, LLC

By: <u>03/10/2017</u>

Title: OFNER / PRESIDENT

Exhibit A

Mark Serial No. Registration Date

Graphbury Machines U.S. 86249243 May 19, 2015

RECORDED: 08/23/2017