

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM448639

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AstenJohnson, Inc.		06/30/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Paperchine, Inc.		
<b>Street Address:</b>	40 Progress Avenue		
<b>City:</b>	Springfield		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01104		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3053130	DELTAFL0	
<b>Registration Number:</b>	3048690	PF FORMER	
<b>Registration Number:</b>	3000941	SUPER HIVAC	
<b>Registration Number:</b>	3904519	ENDURA2	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048156555		
<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>			
<b>Phone:</b>	4048156500		
<b>Email:</b>	mcarson@kilpatricktownsend.com		
<b>Correspondent Name:</b>	Jonathan A. Weeks		
<b>Address Line 1:</b>	Kilpatrick Townsend & Stockton LLP		
<b>Address Line 2:</b>	1100 Peachtree Street NE, Suite 2800		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	1045427		
<b>NAME OF SUBMITTER:</b>	Michael Carson		
<b>SIGNATURE:</b>	/Michael Carson/		
<b>DATE SIGNED:</b>	10/24/2017		
<b>Total Attachments: 5</b>			

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**TRADEMARK ASSIGNMENT**

This Trademark Assignment ("Assignment") is made by and between AstenJohnson, Inc., a Delaware corporation ("Assignor") and Paperchine, Inc., a Delaware corporation ("Assignee").

WHEREAS, pursuant to that certain Stock Purchase Agreement, dated May 31, 2017, by and between AstenJohnson Holdings, Ltd., a Delaware corporation and Andritz (USA) Inc., a Georgia corporation ("Purchase Agreement"), AstenJohnson Holdings Ltd. and its affiliates have agreed to assign their entire right, title, and interest in the intellectual property held by them which is relevant to the business of Paperchine, Inc., a Delaware corporation and its subsidiaries, to Paperchine, Inc. or such subsidiaries, as applicable;

WHEREAS, Assignor, itself and through its predecessors in interest, has adopted and used the marks set out on the attached Schedule A, and is the owner of the trademark registrations for the marks as set out on the attached Schedule A (collectively, "Registrations");

WHEREAS, Assignor desires to transfer the common law rights held by it in the unregistered common law trademarks set out on the attached Schedule B (collectively, "Common Law Trademarks");

WHEREAS, by virtue of and subject to the Purchase Agreement, Assignee is interested in obtaining and Assignor wishes to assign, grant and deliver exclusively to Assignee all rights, titles and interests of every kind and nature in and to the Common Law Trademarks and Registrations, together with the goodwill of the business symbolized thereby;

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, and for fair value and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns all rights, titles and interests in and to the Common Law Trademarks and the Registrations owned by Assignor, together with the goodwill of the business which is symbolized thereby and with the right to recover for damages and

profits and all other remedies for past infringements thereof. Assignor further agrees to execute and deliver to Assignee all other and further documents reasonably required by Assignee to effectuate or record this Assignment. Should there be any conflict between any provision of this Assignment and any present or future law (statutory or common law), contrary to which the parties have no legal or enforceable right to contract, the latter shall prevail, but in such event the provision of this Assignment effected shall be curtailed and limited only to the extent necessary to bring it within legal and enforceable requirements and the other provisions of this Assignment shall not be affected but shall remain in full force and effect. Assignor hereby agrees to allow Assignee to record this assignment with the relevant authorities as required under local law.

The Registrations and Common Law Trademarks are transferred hereby pursuant and subject to the representations, warranties, covenants, and other terms and conditions set forth in the Purchase Agreement.

This Assignment is executed and delivered effective as of June 30, 2017.

ASTENJOHNSON, INC.

Assignor

By: James M. Gibson

Name: James M. Gibson

Title: Secretary & General Counsel

PAPERCHINE, INC.

Assignee

By: James M. Gibson

Name: James M. Gibson

Title: Secretary & General Counsel

Sworn to and subscribed before  
me this 24<sup>th</sup> day of June, 2017.

Susan C. McCann

Notary Public

My commission expires:

4-7-19

Sworn to and subscribed before  
me this 24<sup>th</sup> day of June, 2017.

Susan C. McCann

Notary Public

My commission expires:

4-7-19

[Signature page to AstenJohnson, Inc. Trademark Assignment to Paperchine, Inc.]

# SCHEDULE A

## Registered Marks

Jurisdiction	Mark	App. No.	Reg. No.	Goods
United States	DELTA FLO	78349421	3053130	Machine part for forming section of a paper making machine in the nature of a drainage unit comprising a vacuum assisted drainage box or suction box which has a set of dewatering blades.
United States	ENDURA2	76637716	3904519	Papermaking machines and its parts, namely, foil blades, suction box covers, UHLE box covers, drainage blades for use in the forming and press section of papermaking and similar machines.
United States	PF FORMER	78349413	3048690	Machine parts, namely, gap-type forming section comprised primarily of forming shoe, headbox, rolls, dewatering boxes, and fabric support elements, for use in papermaking machines.
United States	SUPER HIVAC	78349416	3000941	Suction box for use on a papermaking machine.
Canada	ENDURA2	1236013	TMA667095	Wear resistant polyethylene drainage components and fabric support elements for machines for papermaking and non-paper cellulosic fiber sheet manufacture namely forming boards, foils and foil blades, deckle boards, suction box covers, UHLE box covers.

## SCHEDULE B

### Un-Registered (Common Law) Marks

ACTUATOR CONTROL STATION (ACS<sup>PLUS</sup>)  
AGITATOR BLADES  
CONTROL STATION  
CONTROL STATION<sup>ECS</sup>  
CONTROL STATION<sup>ECS/EMA</sup>  
CONTROL STATION<sup>IPS</sup>  
CURLTECH  
DELTAFOIL  
DELTAPLATFORM  
DURLOC  
EIS  
ENDURA CF  
ENDURA GF  
ENDURA PLUS  
ENDURA UHMW  
ENDURA XL  
ENDURA UHMW  
EZ TRIM  
FLUID CONTROL STATION (FCS<sup>PLUS</sup>)  
FRICTIONLESS  
G TUBE  
GLOSSTECH  
INTEGRATED PROCESS STATION (IPS<sup>PLUS</sup>)  
ISO FLO V  
MAGENTA (including design version)  
MECHTRONIC  
MIST FREE CLEANING SYSTEM  
MOISTURETECH

ONE PASS  
PFGAPFORMER  
PFTOPFORMER  
PROSIZER  
PSM (PARTICLE SIZE MANAGEMENT)  
QUADRIVAC  
QUINTIVAC  
SIGMAPRO  
SIGMAPRO CV  
SIGMAPRO EC  
SIGMAPRO HP  
SIGMAPRO MR  
SMOOTHTECH  
SPRAYDAMPENER  
SPRAYTECH  
STEAMSHOWER  
STEAMTECH<sup>FF</sup>  
STEAMTECH<sup>SC</sup>  
SURE-PASS  
VARIABLE WRAP  
VIB FLUIDTECH<sup>PLUS</sup>  
VIB SPRAYTECH  
VIB SYSTEMS  
VIB WATERTECH<sup>PC</sup>  
WATERTECH<sup>PC</sup>  
WEIRFLO D  
WEIRFLO G  
WEIRFLO S  
WESPATT