

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450264

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLINGZ, INC.		01/09/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Nekoosa Coated Products, LLC		
Street Address:	841 Market Street		
City:	Nekoosa		
State/Country:	WISCONSIN		
Postal Code:	54457		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3171441	CLINGZ	
CORRESPONDENCE DATA			
Fax Number:	2037822889		
<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:	203.498,4347		
Email:	fduffin@wiggins.com		
Correspondent Name:	Francis J. Duffin, Wiggins and Dana LLP		
Address Line 1:	One Century Tower, P.O. Box 1832		
Address Line 4:	New Haven, CONNECTICUT 06508-1832		
NAME OF SUBMITTER:	Francis J. Duffin		
SIGNATURE:	/fjd/		
DATE SIGNED:	11/09/2017		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement, dated as of January 9, 2017 (this "Agreement"), is executed by ClingZ, Inc., a Delaware corporation ("Assignor"), and Nekoosa Coated Products, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement (defined below).

RECITALS

WHEREAS, this Agreement is being delivered pursuant to that certain Asset Purchase Agreement, dated as of the date herewith (as amended from time to time, the "Purchase Agreement"), by and among Assignor, Assignee, ZD Holding, LLC, a New Mexico limited liability company, Moritz Schlenzig and Garrett Thornburg Revocable Trust u/t/a dated March 7, 2001;

WHEREAS, in accordance with the Purchase Agreement, Assignor has agreed to transfer and assign to Assignee certain of the assets, rights and properties of Assignor, including all right, title and interest in and to all intellectual property owned by Assignor, including, but not limited to, the specific intellectual property listed on the attached Exhibit A attached hereto ("Intellectual Property"); and

WHEREAS, Assignee desires to obtain all right, title and interest in and to the Intellectual Property according to the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby act and agree as follows:

1. Assignment of the Intellectual Property. Assignor hereby absolutely, unconditionally and irrevocably sells, assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives, the entire worldwide right, title and interest in and to the Intellectual Property, free and clear of any liens or other restrictions or claims from any person, including, without limitation, all associated goodwill, all applications, all registrations, and divisions, reissues, reexaminations, renewals, substitutions, continuations, extensions and foreign counterparts thereof, and all other corresponding rights that are or may be secured under the laws of the United States, any foreign country or jurisdiction or any multilateral organization, together with all income, royalties or payments due or payable as of the date first written above or thereafter, all claims for damages and the right to sue for, collect, settle or release any past, present or future infringement, misuse or misappropriation of any of the Intellectual Property, in each case for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made.

2. Assistance. From time to time, as and when requested by Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further or other actions as Assignee may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement, including, in the case of Assignor, executing and delivering to Assignee such assignments, deeds, bills of sale, consents, powers of attorney, declarations, affidavits and other instruments as Assignee or its counsel may reasonably request as necessary or desirable for such purpose. Further, at Assignee's expense, Assignor and its successors and assigns shall testify in any legal proceedings, sign all lawful papers, make all lawful oaths and generally do everything possible to vest title to the Intellectual Property in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Intellectual Property.

3. Additional Rights and Obligations of the Parties. This Agreement is made subject to and with the benefit of the respective provisions of the Purchase Agreement (including, without limitation, the schedules and exhibits thereto), which are incorporated herein by reference. Nothing contained in this Agreement shall be deemed to expand, impair, supersede, modify, limit, extend, add to, diminish, amend or in any way affect any of the rights, obligations, agreements, covenants, representations, warranties or indemnities of any party under the Purchase Agreement, which shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same instrument. The parties hereto intend to treat as an original any document in connection with any counterpart to this Agreement or any related document that is delivered by electronic transmission, including by PDF.

5. Descriptive Headings. The descriptive headings of this Agreement are for convenience of reference only and shall not be deemed to affect the meaning or construction of any provisions hereof.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware.

7. Successors and Assigns. This Agreement, and all the terms and provisions hereof, will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns to the extent provided in the Purchase Agreement.

8. No Amendment. This Agreement may not be amended, modified or supplemented except by an instrument in writing signed by the parties hereto.

9. Reformation; Severability. In case any term or other provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be reformed to best effectuate the intent of the parties hereto and permit enforcement thereof, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If

such provision is not capable of reformation, it shall be severed from this Agreement and the enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

10. Agreements with Third Persons. The parties hereto hereby acknowledge and agree that any agreement between or among any of the parties to the Purchase Agreement and any third Person executed in connection with the assignment of any Intellectual Property shall not override, supersede, modify, limit or amend in any manner the agreement of the parties hereto with respect to this Agreement or the transactions contemplated by the Purchase Agreement.


This instrument and the transfer, assignment and conveyance provided for in this instrument shall be effective at 12:01 a.m. on this date.

* * * * *

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

ASSIGNEE:

NEKOOSA COATED PRODUCTS, LLC

By: 

Name: Paul Charapata
Title: President and CEO

ASSIGNOR:

CLINGZ, INC.

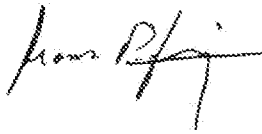

By: _____
Name: Moritz Schlenzig
Title: CEO

Exhibit A

1) Registered Trademarks:

- a. CLINGZ (Standard Character Mark), Country USA, Owner ClingZ Inc.,
Registration Date - November 14, 2006, Registration No. 3,171,441
- b. CLINGZ (Stylized), Country Canada, Owner ClingZ Inc., Registration Date –
July 6, 2012, Registration No. TMA827615