

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM455716

<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>
BURROWS PAPER CORPORATION		12/14/2016	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TWIN RIVERS PAPER COMPANY, LLC		
<b>Street Address:</b>	82 BRIDGE AVE		
<b>City:</b>	MADAWASKA		
<b>State/Country:</b>	MAINE		
<b>Postal Code:</b>	04756		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5069830	ECOINFUSE	
<b>Registration Number:</b>	3858067	MAKING PAPER PERFORM	
<b>Registration Number:</b>	4964940	LIGHTER IS BETTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	ssexton@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding		
<b>Address Line 1:</b>	1180 Peachtree Street NE		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>NAME OF SUBMITTER:</b>	Sally Sexton		
<b>SIGNATURE:</b>	/sallysexton/		
<b>DATE SIGNED:</b>	12/22/2017		
<b>Total Attachments: 5</b>			
source=Burrows Trademarks Assignment#page1.tif			
source=Burrows Trademarks Assignment#page2.tif			
source=Burrows Trademarks Assignment#page3.tif			
source=Burrows Trademarks Assignment#page4.tif			

OP \$90.00 5069830



## REGISTERED TRADEMARK ASSIGNMENT

This **REGISTERED TRADEMARK ASSIGNMENT** (this "Assignment") is made effective as of December 14, 2016 (the "Effective Date") between **BURROWS PAPER CORPORATION**, a New York corporation ("Assignor"), and **TWIN RIVERS PAPER COMPANY, LLC**, a Delaware limited liability company ("Assignee").

The Assignor and the Assignee have entered into an Asset Purchase Agreement dated as of November 10, 2016 (the "Purchase Agreement"). This Assignment is being executed and delivered pursuant to the Purchase Agreement. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably sells, assigns, transfers, and conveys to Assignee (collectively, the "Trademark Rights"):

(a) all of Assignor's right, title and interest throughout the world (including all rights provided by international conventions and treaties) in and to the trademark, trademark registration and other trademark rights set forth in Schedule 1 (collectively, the "Assigned Trademarks"), together with the goodwill of the business symbolized by the Assigned Trademarks and the goodwill of the business in connection with which the Assigned Trademarks are used;

(b) all of Assignor's rights to causes of action and remedies related to the Assigned Trademarks, including the right to sue (including for damages and injunctive relief) for any past, present or future infringement, violation, dilution or other unauthorized use of any of the Assigned Trademarks;

(c) all of Assignor's rights to receive income, royalties, damages, payments or other consideration now or hereafter due or payable with respect to the Assigned Trademarks;

(d) all of Assignor's rights to prosecute and maintain the Assigned Trademarks.

2. Assignor hereby authorizes and requests the respective trademark office or governmental agency in each jurisdiction to record this Assignment and to issue any trademarks or trademark registrations from any trademark applications included in the Trademark Rights to and in the name of Assignee.

3. This Assignment, the rights and obligations of the parties under this Assignment, and any claim or controversy directly or indirectly based upon, arising out of or related to, this Assignment or the transactions contemplated by this Assignment (whether based upon contract, tort or any other theory), including all matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws provisions that would require the application of the law of any other jurisdiction.

4. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.


5. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Assignment. The words “include”, “including” and variations thereof will be deemed to be followed by the words “without limitation”. The use of “or” will not be deemed to be exclusive. This Assignment may be executed in counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Capitalized terms not defined herein shall have the meaning set forth in the Purchase Agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, intending to be legally bound, the parties through their duly authorized representatives have executed this Assignment as of the Effective Date.

**BURROWS PAPER CORPORATION**

**TWIN RIVERS PAPER COMPANY, LLC**

By: 

By: \_\_\_\_\_

Name: Philip G. Paras

Name: Ken Winterhalter

Title: President

Title: President

Date: December 14, 2016

Date: December 14, 2016

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

**TRADEMARK**  
**REEL: 006235 FRAME: 0240**

IN WITNESS WHEREOF, intending to be legally bound, the parties through their duly authorized representatives have executed this Assignment as of the Effective Date.

**BURROWS PAPER CORPORATION**

**TWIN RIVERS PAPER COMPANY, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Philip G. Paras

Name: Ken Winterhalter

Title: President

Title: President

Date: December 12, 2016

Date: December 12, 2016

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

**TRADEMARK**  
**REEL: 006235 FRAME: 0241**

**Schedule 1**

<b>Title</b>	<b>Jurisdiction</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Record Owner</b>
ECOINFUSE	UNITED STATES OF AMERICA	86/727988	August 18, 2015	5,069,830	October 25, 2016	Burrows Paper Corporation
MAKING PAPER PERFORM	UNITED STATES OF AMERICA	77/820795	September 4, 2009	3,858,067	October 5, 2010	Burrows Paper Corporation
LIGHTER IS BETTER	UNITED STATES OF AMERICA	86/049232	August 27, 2013	4,964,940	May 24, 2016	Burrows Paper Corporation