

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474867

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Innovia Intellectual Properties, LLC		05/03/2018	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	GPCP IP Holdings LLC		
Street Address:	133 Peachtree St, NE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4007279	INNOVIA	
Registration Number:	4013195	INNOVIA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	404-652-2839		
Email:	gptrademarks@gapac.com		
Correspondent Name:	GPCP IP Holdings LLC		
Address Line 1:	133 Peachtree St, NE		
Address Line 4:	Atlanta, GEORGIA 30303		
NAME OF SUBMITTER:	Barbara Edwards		
SIGNATURE:	/Barbara Edwards/		
DATE SIGNED:	05/21/2018		
Total Attachments: 4			
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EXHIBIT F

Form of Trademark Assignment

This Trademark Assignment (this "Assignment") is made and entered into by and between INNOVIA INTELLECTUAL PROPERTIES, LLC, a North Carolina limited liability company with an address located at 2318 Crown Centre Drive, Charlotte, North Carolina 28227 ("Assignor") and GPCP IP HOLDINGS LLC, a Delaware limited liability company, with an address of 133 Peachtree Street, Atlanta, Georgia 30303 ("Assignee"), pursuant to that certain Purchase and Sale Agreement, dated as of the date hereof, by and between Assignor, Assignee, and certain affiliates of Assignor and Assignee (the "Purchase Agreement").

WHEREAS, Assignor owns certain right, title and interest in and to the trademarks and service marks set forth on Schedule A ("Marks"), including, but not limited to, the registrations and applications for registration of certain of the Marks identified on Schedule A, and the goodwill associated therewith (the Marks, such applications and registrations, and such goodwill, collectively, the "Trademarks");

WHEREAS, pursuant to the Purchase Agreement, Assignee desires to acquire the Trademarks, and Assignor wishes to assign to Assignee all of its right, title and interest in the Trademarks; and

WHEREAS, the execution and delivery of this Assignment is contemplated by the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

1. Assignor does hereby sell, assign, transfer and set over to Assignee and Assignee hereby accepts Assignor's entire right, title and interest in and to the Trademarks, including the Marks and all applications and registrations identified on the attached Schedule A, and all goodwill of the business in connection with which the Marks are used and symbolized by the Marks, 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 the Assignor if this Assignment had not been made, together with all income, royalties or payments in respect of the Marks due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor hereby authorizes the Commissioner for Trademarks of the United States, or the analogous individual or agency responsible for trademarks, service marks, and trade/assumed names in other countries referenced in Schedule A, to record and register this Assignment upon request by Assignee as owner of the Marks, including any variations thereof, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. At Assignee's sole cost and expense, Assignee and Assignor shall, and shall cause their respective Affiliates to, cooperate, and use their commercially reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate the transactions contemplated by this Assignment.

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

5. This Assignment and all claims relating to our arising out of the relationship of the parties hereto with respect to the subject matter hereof, shall be construed and interpreted in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws). Any proceeding relating to this Assignment or the enforcement of any provision of this Assignment shall be brought or otherwise commenced exclusively in any state or federal court located in the State of Delaware. Each party to this Assignment: (i) expressly and irrevocably consents and submits to the jurisdiction of each state and federal court located in the State of Delaware (and each appellate court located in the State of Delaware), in connection with any proceeding; (ii) agrees that service of any process, summons, notice or document by U.S. mail addressed to it at the address set forth in Section 15 of the Purchase Agreement, or as otherwise modified by notice, shall constitute effective service of such process, summons, notice or document for purposes of any such proceeding; (iii) agrees that each state and federal court located in the State of Delaware shall be deemed to be a convenient forum; and (iv) agrees not to assert (by way of motion, as a defense or otherwise), in any such proceeding commenced in any state or federal court located in the State of Delaware, any claim that it is not subject personally to the jurisdiction of such court, that such proceeding has been brought in an inconvenient forum, that the venue of such proceeding is improper or that this Assignment or the subject matter of this Assignment may not be enforced in or by such court.

6. No alteration, modification or amendment of any provision of this Assignment shall be effective, unless the same shall be in writing and signed by Assignor, on the one hand, and Assignee, on the other hand. Any failure of any party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any party to take any action with respect to any breach of this Assignment or default by another party shall constitute a waiver of such party's right to enforce any provision hereof or to take any such action.

7. In case any term, provision, covenant or restriction contained in this Assignment is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.


8. This Assignment may be executed in several counterparts (including by means of facsimile or electronic transmission in portable document format (PDF)), each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall

become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts.

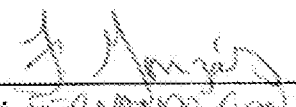
9. Any capitalized term not otherwise defined in this Assignment shall have the meaning set forth for such term in the Purchase Agreement.

IN TESTIMONY WHEREOF, each of Assignor and Assignee has caused this Assignment to be signed and executed by its undersigned officer thereunto duly authorized on the respective dates written below.

**INNOVIA INTELLECTUAL
PROPERTIES, LLC**

By: 
Name: WB TROVIMAN
Title: PRESIDENT
Date: 5-3-2018

GPCP IP HOLDINGS LLC

By: 
Name: FERNANDO GONZALEZ
Title: VICE PRESIDENT, RETAIL
Date: 5/4/18

Schedule A

Trademarks

Full Mark Name	Country	Goods	Reg. No.	Reg. Date
INNOVIA	United States	IC 021, US 002 013 023 029 030 033 040 050, G & S: Dispensers for paper towels, FIRST USE: 20100331, FIRST USE IN COMMERCE: 20100331	4007279	August 2, 2011
INNOVIA	United States	IC 021, US 002 013 023 029 030 033 040 050, G & S: Dispensers for paper towels, FIRST USE: 20110614, FIRST USE IN COMMERCE: 20110614	4013195	August 16, 2011