

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM482912

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Catalyst Paper Holdings Inc.		06/29/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Catalyst Paper Operations Inc.		
Street Address:	7777 Washington Village Drive		
City:	Washington Township		
State/Country:	OHIO		
Postal Code:	45459		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	1392310	CAPRI	
Registration Number:	0650099	CONSOWEB	
Registration Number:	1692964	ORION	
Registration Number:	0786821	DEPENDOWEB	
Registration Number:	3033497	ESCANABA	
Registration Number:	1080335	VELVO	
Registration Number:	1982992	VISION	
Registration Number:	5234710	GLIDE	
Serial Number:	87920461	OXFORD	
Serial Number:	87218872	LEAP	
Serial Number:	87445744	TRIDENT	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		

CH \$290.00 1392310

Address Line 4: Dallas, TEXAS 75201	
ATTORNEY DOCKET NUMBER:	61826-30070
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	07/23/2018
Total Attachments: 6 source=Trademark Assignment Agreement - CPH to CPOI short form [Executed]#page1.tif source=Trademark Assignment Agreement - CPH to CPOI short form [Executed]#page2.tif source=Trademark Assignment Agreement - CPH to CPOI short form [Executed]#page3.tif source=Trademark Assignment Agreement - CPH to CPOI short form [Executed]#page4.tif source=Trademark Assignment Agreement - CPH to CPOI short form [Executed]#page5.tif source=Trademark Assignment Agreement - CPH to CPOI short form [Executed]#page6.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Assignment”) is made on June 29, 2018, by and among Catalyst Paper Holdings Inc., a Delaware corporation (“Assignor”), and Catalyst Paper Operations Inc., a Delaware corporation (“Assignee”) (each, a “Party” and collectively, the “Parties”). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Sale and Purchase Agreement (defined below).

WHEREAS, Assignor, Assignee, Catalyst Paper Corporation, a British Columbia corporation (“Seller Parent”), ND Paper LLC, a Delaware limited liability company (“Purchaser”), and Nine Dragons Paper (Holdings) Limited, a Bermuda company incorporated with limited liability have entered into that certain Sale and Purchase Agreement, dated as of May 25, 2018 (the “Sale and Purchase Agreement”), pursuant to which, among other things, Assignor has agreed to sell all of the issued and outstanding Equity Interests of Assignee to Purchaser;

WHEREAS, pursuant to a Trademark Assignment Agreement by and between Seller Parent and Assignor, dated as of even date herewith, Seller Parent assigned to Assignor, and Assignor is the now registrant or applicant named of, all right, title and interest in, to and under the Trademarks set forth on Schedule A hereto (the “Transferred Trademarks”);

WHEREAS, as a condition to the consummation of the transactions contemplated by the Sale and Purchase Agreement, Assignor has agreed to complete a Reorganization, which includes the transfer of all Assignor’s right, title and interest in, to and under the Transferred Trademarks to the Company; and

WHEREAS, in connection with the Reorganization, Assignor and Assignee now desire to enter into this Assignment to sell, transfer, convey and deliver to Assignee all Assignor’s right, title and interest in, to and under the Transferred Trademarks and for the purpose of authorizing the recordal of such sale, transfer, conveyance and delivery with the United States Patent and Trademark Office and the Canadian Intellectual Property Office.

NOW THEREFORE, for good and valuable consideration, including the consideration set forth in the Sale and Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor hereby assigns, sells, transfers, quit claims, conveys and delivers exclusively to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor :

- (a) all Assignor’s right, title and interest in the United States of America and Canada, in and to the Transferred Trademarks;
- (b) with respect to the Transferred Trademarks; all Assignor’s right, title and interest in all registrations or pending applications and all related, associated, overlapping, and appurtenant rights and interests related to the

Transferred Trademarks, including all copyrights in such Transferred Trademarks owned by Assignor and the benefit of all goodwill appurtenant to such Transferred Trademarks; and

- (c) all Assignor's right, title and interest to and under any and all claims and causes of actions associated therewith, including all rights of recovery for past, present and future infringement or violation of, or conflict with, the Transferred Trademarks, and all goodwill and reputation associated with the Transferred Trademarks.

2. Due Authorization. Assignor hereby authorizes Assignee to request, and hereby requests, the Commissioner for Trademarks in the United States Patent and Trademark Office and the Registrar of Trademarks of Canada to record and register all Trademark registrations included in the Transferred Trademarks in the name of Assignee.

3. Further Assurances. Assignor agrees to execute such further documentation and perform such further actions, including without limitation, any actions or documents required by the United States Patent and Trademark Office and any other government organization to document, record, or perfect the assignment herein or as may be necessary to protect, secure and vest good, valid and marketable title to Assignor's interest in the Transferred Trademarks in Assignee.

4. Amendments; Waiver. This Assignment may only be amended, supplemented or modified and any provision of this Assignment may only be waived, pursuant to a written instrument making specific reference to this Assignment and executed by duly authorized Persons of the Parties.

5. Severability. If any term or other provision of this Assignment is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Assignment will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties hereto will negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

6. Governing Law. This Assignment will be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State without regard to principles of conflicts of law.


7. Waiver of Right to Trial by Jury. Each Party to this Assignment waives any right to trial by jury in any action, matter or proceeding regarding this Assignment or any provision hereof.

8. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.


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IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

Catalyst Paper Holdings Inc.

By: 
Name: Matthew Stapleton
Title: President

Catalyst Paper Operations Inc.

By: 
Name: Matthew Stapleton
Title: President

SCHEDULE A**TRANSFERRED TRADEMARKS**

<u>Trademark</u>	<u>Registration/ [Application] Number</u>	<u>Registration/ [Application] Date</u>	<u>Jurisdiction of Filing/Issuance</u>	<u>Current Registered Owner</u>
CAPRI	1,392,310	May 6, 1986	US	Catalyst Paper Corporation
CONSOWEB	0,650,099	August 13, 1957	US	Catalyst Paper Corporation
ORION	1,692,964	June 9, 1992	US	Catalyst Paper Corporation
DEPENDOWEB	0,786,821	March 16, 1965	US	Catalyst Paper Corporation
ESCANABA	3,033,497	December 27, 2005	US	Catalyst Paper Corporation
VELVO	1,080,335	December 27, 1977	US	Catalyst Paper Corporation
VISION	1,982,992	June 25, 1996	US	Catalyst Paper Corporation
DEPENDOWEB	TMA569714	October 28, 2002	Canada	Catalyst Paper Corporation
ESCANABA	TMA569367	October 23, 2002	Canada	Catalyst Paper Corporation
VISION	TMA621636	October 4, 2004	Canada	Catalyst Paper Corporation
Oxford	[87/920,461]	[May 14, 2018]	US	Catalyst Paper Corporation
Oxford	[1870080]	[November 28, 2017]	Canada	Catalyst Paper Corporation
Leap	[1804153]	[October 11, 2016]	Canada	Catalyst Paper Corporation
Leap	[87/218,872]	[October 28, 2016]	US	Catalyst Paper Corporation

Glide	TMA961342	January 30, 2017	Canada	Catalyst Paper Corporation
Glide	5,234,710	July 14, 2017	US	Catalyst Paper Corporation
Trident	[1836866]	[May 10, 2017]	Canada	Catalyst Paper Corporation
Trident	[87/445,744]	[May 11, 2017]	US	Catalyst Paper Corporation