

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486512

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|---|---|-----------------------|---------------------|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | Trademarks Assignment Agreement | | |
| RESUBMIT DOCUMENT ID: | 900451466 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Resolute FP Canada Inc. | | 05/16/2018 | Corporation: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | Constellation Homebuilder Systems Corp. | | |
| Street Address: | 8343 154th Ave. NE, Suite 200 | | |
| City: | Redmond | | |
| State/Country: | WASHINGTON | | |
| Postal Code: | 98052 | | |
| Entity Type: | Corporation: ONTARIO | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3224049 | ABINET | |
| Registration Number: | 1467145 | ABITROL | |
| Registration Number: | 3340891 | EDIWISE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9374436635 | | |
| <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: | 937-443-6958 | | |
| Email: | trademarks@thompsonhine.com | | |
| Correspondent Name: | Theodore D. Lienesch | | |
| Address Line 1: | 10050 Innovation Dr., Suite 400 | | |
| Address Line 4: | Miamisburg, OHIO 45342-4934 | | |
| ATTORNEY DOCKET NUMBER: | 472035-348 JMB | | |
| NAME OF SUBMITTER: | Theodore D. Lienesch | | |
| SIGNATURE: | /Theodore D. Lienesch/ | | |
| DATE SIGNED: | 08/17/2018 | | |
| Total Attachments: 5 | | | |
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TRADEMARKS ASSIGNMENT AGREEMENT

This **TRADEMARKS ASSIGNMENT AGREEMENT** (this "Agreement") dated as of May 16, 2018 is made and entered into by and between **Resolute FP Canada Inc.**, a Canadian corporation with a place of business at 111 Robert-Bourassa Blvd., Suite 5000, Montréal, Quebec, H3C 2M1 (the "Assignor"), and **Constellation Homebuilder Systems Corp.**, an Ontario corporation with a place of business at 8343 154th Ave NE, Suite 200, Redmond, WA 98052 (the "Assignee") (collectively, the "parties").

WHEREAS Assignor and Assignee entered into an Asset Purchase Agreement dated as of March 1, 2018, as amended on May 15, 2018, and effective as of May 16, 2018 at 0:01 AM (the "**Purchase Agreement**"), pursuant to which Assignee has agreed to purchase, among other assets, the trademarks set forth in **Schedule A** hereto (collectively, the "**Trademarks**").


NOW THEREFORE, in consideration of the foregoing, the sum of one Canadian dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:


1. **Assignment.** Assignor hereby sells, assigns, transfers and conveys unto Assignee all of its right, title and interest in and to the Trademarks.
2. **Purchase Agreement.** This Agreement is executed and delivered pursuant to the Purchase Agreement. Notwithstanding any other provision of this Agreement, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive or otherwise affect any of the provisions of the Purchase Agreement including, without limitation, the representations, warranties, covenants and agreements of any of the parties thereto.
3. **Condition; Liens.** Unless expressly provided otherwise in the Purchase Agreement, the Trademarks are being sold on an "as is, where is" basis.
4. **Further Assurances.** Upon the reasonable request of the other party, each party hereto agrees to take any and all further actions, including, without limitation, the execution of certificates, documents or instruments, necessary or appropriate to give effect to the terms and conditions set forth in this Agreement.
5. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Assignee and Assignor.
6. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.
7. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Trademarks Assignment Agreement effective as of the day and year first above written.

“Assignor”

RESOLUTE FP CANADA INC.

By: 
Name: J. Langworth
Title: VP & CFO

By: 
Name: Yves Laflamme
Title: President

“Assignee”

CONSTELLATION HOMEBUILDER SYSTEMS CORP.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Trademarks Assignment Agreement effective as of the day and year first above written.

"Assignor"


RESOLUTE FP CANADA INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

"Assignee"

CONSTELLATION HOMEBUILDER SYSTEMS CORP.

By: 
Name: Dexter Salva
Title: President

**Schedule A
Trademarks**

| Registered Trademarks | | | | | |
|------------------------------|----------------|------------------|-----------------|---------------|---------------------|
| Trademark | Country | Appl. No. | Reg. No. | Status | Renewal Date |
| ABINET | Canada | 1,260,742 | 673,771 | Registered | 29-Sep-2021 |
| ABINET and Design | U.S.A. | 78/672,288 | 3,224,049 | Registered | 03-Apr-2027 |
| ABITROL | Canada | 575,011 | 334,067 | Registered | 13-Nov-2032 |
| ABITROL | U.S.A. | 73/656,743 | 1,467,145 | Registered | 01-Dec-2027 |
| ABITROL PRO | United Kingdom | 2049021 | 2049021 | Registered | 20-Dec-2025 |
| EDIWISE | Canada | 732,409 | 494,610 | Registered | 14-May-2028 |
| EDIWISE | U.S.A. | 78/446,487 | 3,340,891 | Registered | 20-Nov-2027 |
| EDIWISE | United Kingdom | 1569413 | 1569413 | Registered | 20-Apr-2021 |

| Common Law Trademarks | |
|------------------------------|---|
| Trademark | Goods/Services |
| EdiConnect | <i>enables customers to view and retransmit manifests from their mailbox</i> |
| EdiStok | <i>warehouse inventory system</i> |
| EdiStok ASP | |
| EC Services | <i>electronic services provided by EDIWISE to facilitate business-to-business exchange of data</i> |
| EDIWISE Link | <i>enables customers to access the EDIWISE Link FTP server with their own Username and Password enabling them to upload or download their EDI</i> |
| EC Gateway | <i>single, integrated system to address a company's messaging and application integration needs</i> |
| PQM | <i>consolidates roll performance (paper break/consumption) data from multiple print locations and the supplier mills</i> |
| AbiNet ASP | <i>single shared database that ensures the common data is available to all of a client's sites throughout the inventory's life cycle</i> |
| AbiCalc | <i>online system that completes certain calculations</i> |