

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM514476

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MICHAEL S. POLSKY, ESQ., AS WIS. STATS. CHAPTER 128 RECEIVER OF APPLETON COATED LLC		10/06/2017	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	Midwest Recycled & Coated Containerboard Mill, LLC
Street Address:	540 Prospect Street
City:	COMBINED LOCKS
State/Country:	WISCONSIN
Postal Code:	54113
Entity Type:	Corporation : DELAWARE <u>Limited Liability Company</u>

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3873136	UTOPIA
Registration Number:	3515662	U2 : XG
Registration Number:	2624674	UTOPIA ONE X
Registration Number:	2588465	U1X
Registration Number:	2222032	UTOPIA ONE
Registration Number:	2208347	UTOPIA TWO
Registration Number:	2201153	UTOPIA THREE
Registration Number:	2098363	UTOPIA BOOK
Registration Number:	2081985	ALTIMA
Registration Number:	2067867	UTOPIA
Registration Number:	5071810	AGRA
Registration Number:	4941164	ETHOS
Registration Number:	4883112	A
Registration Number:	4770683	FISCAL OPAQUE
Registration Number:	3410789	ELUMA
Registration Number:	1046257	MAG PAD

OP \$415.00 3873136

CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 7037125390
Email: mguidry@mcguirewoods.com
Correspondent Name: Melissa Guidry
Address Line 1: 1750 Tysons Blvd
Address Line 4: Tysons, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	2075352-0006
NAME OF SUBMITTER:	Melissa Guidry
SIGNATURE:	/Melissa Guidry/
DATE SIGNED:	03/15/2019

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made effective as of this 6th day of October, 2017 by MICHAEL S. POLSKY, ESQ., AS WIS. STATS. CHAPTER 128 RECEIVER OF APPLETON COATED LLC ("Assignor"), in favor of MIDWEST RECYCLED & COATED CONTAINERBOARD MILL, LLC ("Assignee").

WHEREAS, this Assignment is being executed and delivered in connection with that certain First Modified Asset Purchase Agreement dated as of October 6, 2017 between Assignor and INDUSTRIAL ASSETS CORP. ("IAC") (the "Purchase Agreement"). Capitalized terms used but not otherwise defined in this Assignment have the meanings ascribed to them in the Purchase Agreement, the applicable terms of which are hereby incorporated by reference into this Assignment; and

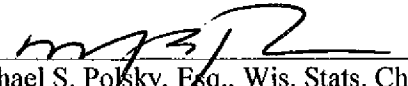
WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer, deliver and assign to Assignee, all right, title and interest in and to those trade names, trademarks, service marks, trade dress, trade styles, logos, designs and/or slogans, in word mark, stylized and/or design formats, which are described and/or otherwise the subject of the registrations and pending applications identified in Exhibit A, attached hereto and incorporated by reference herein (the "Marks").

NOW THEREFORE, for the Purchase Price and other good and valuable consideration acknowledged by Assignor to have been received in full from IAC pursuant and subject to the terms of the Purchase Agreement, Assignor, intending to be legally bound, hereby agrees as follows:

1. Assignor hereby irrevocably sells, transfers, assigns, conveys, sets over and delivers to Assignee, its successors and assigns, all of Assignor's right, title, and interest of whatever kind in and to the Marks, together with the goodwill of the Company's business symbolized by the Marks, any applications and registrations relating thereto, and any renewals that may be granted thereon, and all rights, claims and privileges pertaining thereto, including, without limitation, Assignor's right to sue for and collect damages and other recoveries for past, present and future infringement thereof and the right to prosecute and maintain trademark applications and the registrations for the Marks.
2. The terms of this Assignment shall be binding upon, and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties hereto.
3. Assignor, at no additional cost or consideration, shall execute and deliver, or cause to be executed and delivered, from time to time hereafter, upon reasonable request, all such further documents and instruments and shall do and perform all such acts as may be reasonably necessary to give full effect to the intent of this Assignment.
4. This Assignment shall be governed by, and construed in accordance with the law of the State of Wisconsin applicable to contracts to be performed therein, without regard to its rules on conflicts of laws.
5. In the event of any conflict or other inconsistency between this Assignment and the Purchase Agreement, the Purchase Agreement shall be the controlling document.

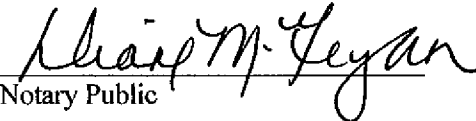
(Signatures appear on the following page.)

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment Agreement to be executed by their proper officers thereunto duly authorized as of the day and year first above written.


Michael S. Polsky, Esq., Wis. Stats. Chapter 128
Receiver of Appleton Coated LLC

STATE OF AZ)
) ss.
COUNTY OF MARICOPA)

On this 21ST day of FEBRUARY, ~~2017~~ ²⁰¹⁹, before me personally came Michael S. Polsky, known to me, who, being by me duly sworn, did depose and say that he is the Receiver of Appleton Coated LLC, the limited liability company described in the foregoing instrument; and that he signed his name thereto as his voluntary act and deed for the purposes stated therein.


Notary Public

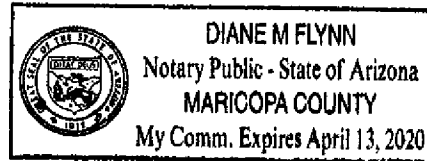


EXHIBIT A
TRADEMARKS

a) Registered Trademarks

Mark	Country or Region	Reg. No.
UTOPIA	United States	3873136
U2 : XG	United States	3515662
UTOPIA ONE X	United States	2624674
UIX	United States	2588465
UTOPIA ONE	United States	2222032
UTOPIA TWO	United States	2208347
UTOPIA THREE	United States	2201153
UTOPIA BOOK	United States	2098363
ALTIMA	United States	2081985
UTOPIA	United States	2067867
AGRA	United States	5071810
ETHOS	United States	4941164
Ⓞ	United States	4883112
FISCAL OPAQUE	United States	4770683
ELUMA	United States	3410789
MAG PAD	United States	1046257
ALTIMA	Canada	481426
UTOPIA	Canada	483692
UTOPIA ONE X	Canada	598305
UIX	Canada	592995
ETHOS	Canada	965511
ELUMA	China	5648874
UTOPIA	European Union	4354395

b) Pending Trademarks

Mark	Country or Region	Application No.
AGRA	Canada	1795799