

TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900493914

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AstenJohnson Corp		06/29/2017	Corporation: CANADA

RECEIVING PARTY DATA

Name:	Paperchine Canada Holdings Inc.
Street Address:	17-67 Fawcett Road
City:	Coquitlam
State/Country:	CANADA
Postal Code:	V3K 6V5
Entity Type:	Corporation: CANADA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2221067	DUR-LOC
Registration Number:	1811863	TRIVAC
Registration Number:	1014004	ORTHOFLO
Registration Number:	1479332	ISOFLO
Registration Number:	1179860	DURAMIC
Registration Number:	1811862	DUOVAC
Registration Number:	1154601	DUOFLO
Registration Number:	1280548	AUTOVAC

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.

Email: patent-na@andritz.com
Correspondent Name: Robert Joseph Hornung
Address Line 1: One Namic Place
Address Line 4: GLENS FALLS, NEW YORK 12801

DOMESTIC REPRESENTATIVE**Name:** Robert Joseph Hornung

Address Line 1:	One Nacmic Place
Address Line 4:	Glens Falls, NEW YORK 12801
NAME OF SUBMITTER:	Robert Joseph Hornung
SIGNATURE:	/Robert Joseph Hornung/
DATE SIGNED:	04/18/2019
Total Attachments: 6 source=6861350 Project Phoenix--AJ Corp.-Trademark Assignment-v4#page1.tif source=6861350 Project Phoenix--AJ Corp.-Trademark Assignment-v4#page2.tif source=6861350 Project Phoenix--AJ Corp.-Trademark Assignment-v4#page3.tif source=6861350 Project Phoenix--AJ Corp.-Trademark Assignment-v4#page4.tif source=6861350 Project Phoenix--AJ Corp.-Trademark Assignment-v4#page5.tif source=6861350 Project Phoenix--AJ Corp.-Trademark Assignment-v4#page6.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”) is made by and between AstenJohnson Corp., a corporation organized under the laws of Nova Scotia (“Assignor”) and Paperchine Canada Holdings Inc., a corporation organized under the laws of British Columbia, (“Assignee”).

WHEREAS, pursuant to that certain Stock Purchase Agreement, dated May 31, 2017, by and between AstenJohnson Holdings, Ltd., a Delaware corporation and Andritz (USA) Inc., a Georgia corporation (“Purchase Agreement”), AstenJohnson Holdings Ltd. and its affiliates have agreed to assign their entire right, title, and interest in the intellectual property held by them which is relevant to the business of Paperchine, Inc., a Delaware corporation and its subsidiaries, to Paperchine, Inc. or such subsidiaries, as applicable;

WHEREAS, Assignor, itself and through its predecessors in interest, has adopted and used the marks set out on the attached Schedule A, and is the owner of the trademark registrations for marks as set out on the attached Schedule A (collectively “Registrations”);

WHEREAS, Assignor desires to transfer the common law rights held by it in the unregistered common law trademarks set out on the attached Schedule B (collectively, “Common Law Trademarks);

WHEREAS, by virtue of and subject to the Purchase Agreement, Assignee is interested in obtaining and Assignor wishes to assign, grant and deliver exclusively to Assignee all rights, titles and interests of every kind and nature in and to the Common Law Trademarks and Registrations, together with the goodwill of the business symbolized thereby;

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, and for fair value and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns all rights, titles and interests in and to the Common Law Trademarks and the Registrations owned by Assignor, together with the

goodwill of the business which is symbolized thereby and with the right to recover for damages and profits and all other remedies for past infringements thereof. Assignor further agrees to execute and deliver to Assignee all other and further documents reasonably required by Assignee to effectuate or record this Assignment. Should there be any conflict between any provision of this Assignment and any present or future law (statutory or common law), contrary to which the parties have no legal or enforceable right to contract, the latter shall prevail, but in such event the provision of this Assignment effected shall be curtailed and limited only to the extent necessary to bring it within legal and enforceable requirements and the other provisions of this Assignment shall not be affected but shall remain in full force and effect. Assignor hereby agrees to allow Assignee to record this assignment with the relevant authorities as required under local law.

The Registrations and Common Law Trademarks are transferred hereby pursuant and subject to the representations, warranties, covenants, and other terms and conditions set forth in the Purchase Agreement.

This Assignment is executed and delivered effective as of June 30, 2017.

ASTENJOHNSON CORP.

Assignor

By: *James Gibson*

Name: James Gibson

Title: Secretary & General Counsel

Sworn to and subscribed before
me this 24th day of June, 2017.

Susan C. McCann
Notary Public

My commission expires:

4-7-19

**PAPERCHINE CANADA HOLDINGS
INC.**

Assignee

By: *James M. Gibson*

Name: James M. Gibson

Title: Secretary & General Counsel

Sworn to and subscribed before
me this 24th day of June, 2017.

Susan C. McCann
Notary Public

My commission expires:

4-7-19

SCHEDULE A

Registered Marks

Jurisdiction	Mark	App. No.	Reg. No.	Goods
United States	ORTHOFLO	73008332	1014004	Moisture controlling device-namely a low vacuum suction box for web-forming paper-making machines.
Canada	AUTOVAC	396186	TMA220967	Bleed valve device.
Canada	DUOFLO	440126	TMA243432	Compartmented vacuum box for a paper making machine.
Canada	DUOVAC	688987	TMA406853	Suction box for use on a paper making machine.
Canada	DURAFOIL	329161	TMA180330	Drainage foils for web-forming paper-making machines.
Canada	DUR-LOC	800531	TMA465705	Clips for releasably attaching stationary fabric contact surfaces, such as foils and blades and the like, to the covers of dewatering boxes located in papermaking and like machines.
Canada	ISOFLO	567156	TMA 344502	Suction boxes for paper-making machines.
Canada	ORTHOFLO	337081	TMA179490	Moisture controlling device for web-forming paper making machines.
Canada	TRIVAC	688988	TMA407498	Suction box for use on a paper making machine.
United States	AUTOVAC	73357715	1280548	Automatic vacuum bleed control valve apparatus.
United States	DUOFLO	73242061	1154601	Compartmented vacuum box for a paper making machine.
United States	DUOVAC	74347000	1811862	Suction box for use on a paper making machine.
United States	DURAMIC	73274889	1179860	Wear resistant material forming the stationary fabric contacting surface of drainage or felt conditioning equipment on a paper making machine.
United States	DUR-LOC	75060523	2221067	Machine parts, namely, clips for releasably attaching stationary fabric contact surfaces, such as foils and blades and the like, to the covers of dewatering boxes located in papermaking and like machines.
United States	ISOFLO	73629017	1479332	Suction boxes for paper-making machines.
United States	TRIVAC	74347041	1811863	Suction box for use on a paper making

Jurisdiction	Mark	App. No.	Reg. No.	Goods
States				machine.

SCHEDULE B

Un-Registered (Common Law) Marks

ACTUATOR CONTROL STATION (ACS^{PLUS})

AGITATOR BLADES

CONTROL STATION

CONTROL STATION^{ECS}

CONTROL STATION^{ECS/EMA}

CONTROL STATION^{IPS}

CURLTECH

DELTAFOIL

DELTAPLATFORM

DURLOC

EIS

ENDURA CF

ENDURA GF

ENDURA PLUS

ENDURA UHMW

ENDURA XL

ENDURA UHMW

EZ TRIM

FLUID CONTROL STATION (FCS^{PLUS})

FRICTIONLESS

G TUBE

GLOSSTECH

INTEGRATED PROCESS STATION (IPS^{PLUS})

ISOFLO V

MAGENTA (including design version)

MECHTRONIC

MIST FREE CLEANING SYSTEM

MOISTURETECH

ONE PASS

PFGAPFORMER

PFTOPFORMER

PROSIZER

PSM (PARTICLE SIZE MANAGEMENT)

QUADRIVAC

QUINTIVAC

SIGMAPRO

SIGMAPRO CV

SIGMAPRO EC

SIGMAPRO HP

SIGMAPRO MR

SMOOTHTECH

SPRAYDAMPENER

SPRAYTECH

STEAMSHOWER

STEAMTECH^{FF}

STEAMTECH^{SC}

SURE-PASS

VARIABLE WRAP

VIB FLUIDTECH^{PLUS}

VIB SPRAYTECH

VIB SYSTEMS

VIB WATERTECH^{PC}

WATERTECH^{PC}

WEIRFLO D

WEIRFLO G

WEIRFLO S

WESPATT