

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM578657

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KEMPULP SWEDEN AB		01/28/2020	Aktiebolag: SWEDEN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ANDRITZ AKTIEBOLAG		
<b>Street Address:</b>	Köpmangatan 9		
<b>City:</b>	Örnsköldsvik		
<b>State/Country:</b>	SWEDEN		
<b>Postal Code:</b>	891 33		
<b>Entity Type:</b>	Aktiebolag: SWEDEN		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2801605	COMPACT PRESS	
<b>Registration Number:</b>	5053384	DIFEED	
<b>Registration Number:</b>	2723112	DUALDMIX	
<b>Registration Number:</b>	3806376	DUALOMIX	
<b>Registration Number:</b>	4152679	DUALSMIX	
<b>Registration Number:</b>	2082954	DUFLO	
<b>Registration Number:</b>	2826679	JETMIXER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	678 448 8682		
<b>Email:</b>	patent-na@andritz.com		
<b>Correspondent Name:</b>	Heather E. McNay		
<b>Address Line 1:</b>	5405 Windward Parkway		
<b>Address Line 2:</b>	Suite 100W		
<b>Address Line 4:</b>	Alpharetta, GEORGIA 30004		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Heather E. McNay		

OP \$190.00 2801605

<b>Address Line 1:</b>	5405 Windward Parkway
<b>Address Line 4:</b>	Alpharetta, GEORGIA 30004
<b>NAME OF SUBMITTER:</b>	Heather E. McNay
<b>SIGNATURE:</b>	/Heather E. McNay/
<b>DATE SIGNED:</b>	05/29/2020
<b>Total Attachments: 9</b>	
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source=Kempulp_to_Andritz_AB-Confirmatory_IP_Assignment_2020_FINAL_Redacted#page3.tif	
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source=Kempulp_to_Andritz_AB-Confirmatory_IP_Assignment_2020_FINAL_Redacted#page6.tif	
source=Kempulp_to_Andritz_AB-Confirmatory_IP_Assignment_2020_FINAL_Redacted#page7.tif	
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source=Cover Letter - HEMc 5.29.20#page2.tif	

## CONFIRMATORY ASSIGNMENT AGREEMENT

This confirmatory assignment agreement (the "Agreement") is dated January 28, 2020, and made between:

KEMPULP SWEDEN AB, Reg. No. 556556-5842, a limited liability company incorporated under the laws of Sweden ("Kempulp"); and

ANDRITZ AKTIEBOLAG, Reg. No. 556039-8207, a limited liability company incorporated under the laws of Sweden ("Andritz").

Kempulp and Andritz are referred to as the "Parties".

### BACKGROUND

Kempulp and Andritz have on July 11, 2019, entered into an asset transfer agreement (the "Swedish ATA") under which, among other things, the patents and trademarks (registrations as well as applications to register) listed in Schedule 1 to this Agreement were assigned from Kempulp to Andritz (the "Assigned IP").

### 1. ASSIGNMENT

- 1.1 Kempulp hereby confirms that all rights, title and interest to the Assigned IP, including all associated goodwill, have been assigned from Kempulp to Andritz with binding effect under the Swedish ATA with exclusive and unlimited rights of ownership, and that the assignment includes an unlimited right to assign, license, amend, modify or otherwise dispose of the Assigned IP.
- 1.2 Kempulp further confirms that Kempulp has no claims against Andritz with respect to any fees or payments in any way relating to the Assigned IP, and that Kempulp has been duly compensated for the assignment of the Assigned IP under the Swedish ATA between Kempulp and Andritz.

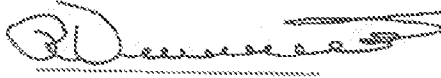
### 2. GOVERNING LAW AND DISPUTE RESOLUTION

- 2.1 This Agreement shall be governed by and construed in accordance with the laws of Sweden, without any reference to its conflict of law principles.
- 2.2 Any dispute, controversy or claim arising out of, or in connection with, this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of three arbitrators. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English.
- 2.3 Each Party undertakes to procure that all arbitral proceedings conducted in accordance with this Agreement shall be kept strictly confidential. This undertaking shall cover, inter alia, that arbitral proceedings have been initiated, all information disclosed during the course of such proceedings, as well as any decision or award made or declared by the

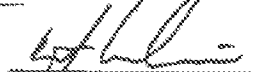
arbitral tribunal. Such information may not be disclosed to a third party without the prior written consent of Kempulp or Andritz (as applicable). Regardless of the above, a Party shall not be prevented from disclosing information in order to safeguard such Party's rights with respect to the proceedings (including, for the sake of clarity, a disclosure as a consequence of a following challenge), or to disclose such information as such Party is under an obligation to disclose pursuant to applicable law or the rules of any regulated market, multilateral trading facility or similar market place for the public trading of shares, debt instruments or other securities.


This Agreement has been signed in two (2) originals, of which the Parties have received one (1) each.

KEMPULP SWEDEN AB

  
Richard Verreault

ANDRITZ AKTIEBOLAG

  
Name: ULF LUNDSTRÖM

  
Signature of Witness  
ELISABETH LAUGIER  
Name of Witness

  
Signature of Witness  
KATHARINA WENDELIOUS  
Name of Witness

2. TRADEMARKS

Trademark	Status	Business Group	Country	Appl. No.	Reg. No.	Next Renewal Date
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
COMPACT PRESS®	Registered	GLV Chem Pulp	US		2801605	2023-Dec-30
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
DIFFED®	Registered	GLV Chem Pulp	US	867887370	5 053 394	2026-Oct-04
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

15(19)

Trademark	Status	Business Group	Country	Appl. No.	Reg. No.	Next Renewal Date
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
DualDmix®	Registered	GLV Chem Pulp *	US		2723112	2025-Jun-10
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
DualOmix®	Registered	GLV Chem Pulp	US	77857141	3 806 376	2020-Jun-22
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

16(19)

Trademark	Status	Business Group	Country	Appl. No.	Reg. No.	Next Renewal Date
DualSmix®	Registered	GLV Chem Pulp	US	85/271053	4 152 679	2022-Jun-05

17(19)

Trademark	Status	Business Group	Country	Appl. No.	Reg. No.	Next Renewal Date
DUFLO®	Registered	GLV Chem Pulp	US		2082954	2027-Jul-29



18(19)

Trademark	Status	Business Group	Country	Appl. No.	Reg. No.	Next Renewal Date
JETMIXER®	Registered	GLV Chem Pulp	US		2826679	2024-Mar-23

U.S. Patent and  
Trademark Office  
Mail Stop: Assignment Recordation Branch  
P.O. BOX 1450  
Alexandria, VA 22313

Re: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL AND  
COINCIDENCE OF PARTIES

Dear Legal Instruments Examiner:

Thank you for the review of the Confirmatory Assignment Agreement transmitted on February 13, 2020. On March 10, 2020, my office received a Notice of Non-Recordation of an Assignment Document. The notice indicated that the Confirmatory Assignment Agreement was not acceptable because it lacked a statement for the Goodwill of the business, as required by 15 U.S.C. § 1060(a). On March 25, 2020, my office re-submitted the Confirmatory Assignment Agreement and respectfully directed the Examiner to section 1.1 on page 1 of the confirmatory assignment, which states in relevant part that:

Kempulp hereby confirms that all rights, title and interest to the Assigned IP, including all associated goodwill, have been assigned from Kempulp to Andritz with binding effect under the Swedish ATA with exclusive and unlimited rights of ownership, and that the assignment includes an unlimited right to assign, license, amend, modify or otherwise dispose of the Assigned IP. (Emphasis in the original).

The undersigned respectfully avers that goodwill of the business stems from the goodwill associated with the trademark and that the above assignment satisfies the requirements of 15 U.S.C. § 1060(a).

On April 1, the undersigned again received a Notice of Non-Recordation of an Assignment Document. This April notice indicated that the Confirmatory Assignment Agreement was not acceptable because the, “entity type for the Conveying and Receiving Party on the Confirmatory Assignment Agreement versus the Trademark Assignment Cover Sheet [did] not coincide.”

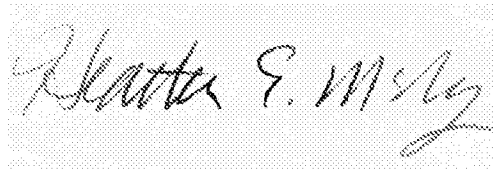
With regard to the Conveying Party, the Confirmatory Assignment Agreement and the Trademark Assignment Cover Sheet both listed “Kempulp Sweden AB” as the Conveying Party.

With regard to the Receiving Party, Confirmatory Assignment Agreement listed, “Andritz Aktiebolag” as the Receiving Party. The Trademark Assignment Cover Sheet listed “Andritz AB” as the Receiving Party. “AB” is the internationally recognized abbreviation for

“Aktiebolag.” “Aktiebolag” is the Swedish term for “limited company” or “corporation.”<sup>1</sup> As such, “Andritz AB” and “Andritz Aktiebolag” are the same legal entity and the undersigned respectfully submits that the Confirmatory Assignment Agreement should have been recorded. For the sake of expediency, the undersigned re-submits the Confirmatory Assignment Agreement again with “Andritz Aktiebolag” listed as the Receiving Party on both the Confirmatory Assignment Agreement and the Trademark Assignment Cover Sheet.

If any further matters remain outstanding, please contact the undersigned at the number below.

Respectfully submitted,

A rectangular area containing a handwritten signature in black ink. The signature appears to read "Heather E. McNay" with a stylized flourish at the end.

Heather E. McNay

GA Bar No. 498375

Mobile: (678) 448-8682

<sup>1</sup> <http://bolagsverket.se/en/bus/business/limited>