

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619063

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clearwater Paper Corporation		01/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Clearwater Paper Tissue, LLC		
Street Address:	601 W. Riverside Ave. Suite 1100		
City:	Spokane		
State/Country:	WASHINGTON		
Postal Code:	99201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 39			
Property Type	Number	Word Mark	
Serial Number:	87635753	HYDRASORB	
Serial Number:	87778754	MULTI-SIZE SHEETS	
Serial Number:	72155757	SPA	
Serial Number:	75236197	TRULY TUFF	
Serial Number:	75236198	TRULY SOFT	
Serial Number:	75525455	LEGACY	
Serial Number:	75525454	TAPESTRY	
Serial Number:	72057822	VELURE	
Serial Number:	75716224	SOFT ELEMENTS	
Serial Number:	75746768	SOFT & DELICATE	
Serial Number:	75838968	TRULY GENTLE	
Serial Number:	75914453	VALUE CLEAN	
Serial Number:	76174773	SINCERELY SOFT	
Serial Number:	76240638	TODAY'S CHOICE	
Serial Number:	78215671	SIZE-IT SHEETS	
Serial Number:	78245895	WITH HYDRASORB TECHNOLOGY	
Serial Number:	78277528	DESIGN SERIES	
Serial Number:	78290315	WITH HYDRASORB	
Serial Number:	78329408		

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Property Type	Number	Word Mark
Serial Number:	78317869	STRONG AND STURDY
Serial Number:	78680914	PERFECTLY STRONG
Serial Number:	78705665	SIMPLY SOFT
Serial Number:	78765460	SIMPLY ELEGANT
Serial Number:	78959538	
Serial Number:	78969410	MULTI-SIZE
Serial Number:	77024928	LINT CLEAN
Serial Number:	77025127	FOR A CLEAN, LINT-CLEAR FINISH
Serial Number:	77186139	LIVING GREEN
Serial Number:	77206021	HYDRASORB FIBER TECHNOLOGY
Serial Number:	77758428	
Serial Number:	77597917	SELECT-A-SHEET
Serial Number:	85666155	CLEAN. STRONG. CONFIDENCE.
Serial Number:	85666141	FIBERSTRONG TECHNOLOGY
Serial Number:	85666118	FIBERSOFT TECHNOLOGY
Serial Number:	85666139	FIBERSTRONG
Serial Number:	85666067	FIBERSOFT
Serial Number:	85666148	THE ULTIMATE SOFTNESS
Serial Number:	85666152	THE ULTIMATE COMFORT
Serial Number:	76303847	SPILL SAVER

CORRESPONDENCE DATA

Fax Number: 5093238979

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: 509-944-4647

Email: karig@leehayes.com

Correspondent Name: Kari Gondry

Address Line 1: 601 W. Riverside Ave. Suite 1400

Address Line 4: Spokane, WASHINGTON 99201

ATTORNEY DOCKET NUMBER: C051-0006TP

NAME OF SUBMITTER: Kari Gondry

SIGNATURE: /Kari Gondry/

DATE SIGNED: 01/07/2021

Total Attachments: 8

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PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

This Patent and Trademark Assignment Agreement (this “**Agreement**”) is made and entered into effective as of January 1, 2021 (the “**Effective Date**”), by and between, **Clearwater Paper Corporation**, a company organized and existing under the laws of the state of Delaware, having its principal place of business at 601 W. Riverside Avenue, Suite 1100, Spokane, WA 99201 (“**Assignor**”) and **Clearwater Paper Tissue, LLC** (formerly known as Truly Brands, LLC), a company organized and existing under the laws of the state of Delaware, having its principal place of business at 601 W. Riverside Ave., Suite 1100, Spokane, WA 99201 (“**Assignee**”), each of **Assignor** and **Assignee** being a “**Party**” and collectively, the “**Parties**.”

WHEREAS, Assignor is or may be the sole or joint owner of, and in possession of, the patent assets identified in Exhibit A to this Agreement (the “**Patent Assets**”). For purposes of this Agreement, the term “Patent Assets” shall include all patents and patent applications existing now or in the future throughout the world that claim priority, directly or indirectly, to the Patent Assets listed in Exhibit A, any patent applications relating thereto or that otherwise describe the same inventions and/or technology that are described in the Patent Assets listed in Exhibit A, and all substitutions, extensions, reissues, renewals, divisionals, continuations, and continuations-in-part of the Patent Assets listed in Exhibit A, including all equivalents throughout the world.

WHEREAS, Assignor is the owner of (i) the trademark registrations and/or applications set forth on Exhibit B hereto; (ii) any other word, name, symbol, or device, or any combination thereof used by Assignor to identify and distinguish Assignor’s goods, including a unique product, from those manufactured or sold by others and to indicate the source of the goods, even if that source is unknown, and (iii) the goodwill of Assignor’s business represented by the foregoing (collectively, the “**Trademark Assets**”).

WHEREAS, Assignor desires to assign all right, title and interest Assignor has or may have in and to the Patent Assets and the Trademark Assets to Assignee, and Assignee desires to obtain such Patent Assets and Trademark Assets from Assignor.

WHEREAS, in accordance with Section 351 of the Internal Revenue Code, the assignment of the Patent Assets and the Trademark Assets is to be conducted by Assignor solely in exchange for stock in Assignee, *see* Rev. Rul. 69-591, 1969-2 C.B. 172, and immediately after the exchange Assignor is to be in control of Assignee.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. ASSIGNMENT OF PATENT ASSETS.

1.1 **Assignment.** Assignor hereby assigns and transfers to Assignee all right, title and interest Assignor has or may have in and to the Patent Assets, along with the inventions and technology described therein and all causes of action relating thereto, whether arising before or after the date of this assignment.

1.2 **Effect of Assignment.** The Patent Assets, and the inventions and technology described therein, shall be held and enjoyed by Assignee and its successors and assigns, for its exclusive use and benefit as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

1.3 **Authorization.** Assignor hereby authorizes and requests all applicable patent offices throughout the world to issue all letters patent on the Patent Assets and the inventions and technology described therein to Assignee.

1.4 **Further Assurances.** Assignor agrees to (i) cooperate with Assignee in the protection of all rights related to the Patent Assets and prosecution of all related domestic and foreign patent applications; (ii) execute and deliver all instruments and documents necessary to effectuate the transfer of the Patent Assets to Assignee and record such transfer with the applicable government offices around the world; (iii) execute and deliver all instruments and documents necessary for the making and prosecution of applications for letters patent on the inventions and technology covered by the Patent Assets, for litigation regarding said letters patent, and for the purpose of protecting title to the inventions and technology described in the Patent Assets and all letters patent relating thereto; and (iv) perform such other acts as Assignee may lawfully request to obtain or maintain the Patent Assets and any and all rights and applications relating thereto.

2. ASSIGNMENT OF TRADEMARK ASSETS.

2.1 **Assignment.** Assignor hereby transfers, sells, and assigns to Assignee all of Assignor's right, title and interest in and to the Trademark Assets throughout the world, together with all goodwill of Assignor's business symbolized by the Trademark Assets, all registrations and applications associated with the Trademark Assets throughout the world, and the right to sue for past, present and future infringement thereof.

2.2 **Further Assurances.** Assignor agrees to (i) cooperate with Assignee in the protection of all rights related to the Trademark Assets and prosecution of all related domestic and foreign trademark applications in connection therewith; (ii) execute and deliver all instruments and documents necessary to effectuate the transfer of the Trademark Assets to Assignee and record such transfer with the applicable government offices around the world; (iii) execute and deliver all instruments and documents necessary for the making and prosecution of applications for registration of the Trademark Assets, for litigation regarding the Trademark Assets, and for the purpose of protecting title to the Trademark Assets; and (iv) perform such other acts as Assignee may lawfully request to obtain or maintain the Trademark Assets and any and all rights and applications relating thereto.

3. GENERAL PROVISIONS.

3.1 **Severability.** The provisions of this Assignment shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions of this Assignment. If any provision of this Assignment, or the application of such provision to any person or any circumstance, is invalid or unenforceable, (i) the remainder of this Assignment and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application of such provision, in any other jurisdiction and (ii) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision.

3.2 **Governing Law.** The validity, construction and performance of this Assignment will be governed by the laws of the state of Delaware, without giving effect to that body of laws pertaining to conflict of laws that would subject a matter to the laws of another jurisdiction.

3.3 **Dispute Resolution.** The Parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Delaware and to the jurisdiction of the United States District Court for the District of Delaware for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Delaware or the United States District Court for the District of Delaware, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the

above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court. The prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled. Each of the parties to this Agreement consents to personal jurisdiction for any equitable action sought in the U.S. District Court for the District of Delaware or any court of the state of Delaware having subject matter jurisdiction.

3.4 **Notices.** All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt.

3.5 **Entire Agreement; Amendment.** Upon execution, this Agreement shall constitute the entire agreement among the Parties hereto with respect to the subject matter hereof and merges all other prior or contemporaneous communications. This Agreement shall not be amended except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of the Parties hereto by their respective duly authorized representatives.

3.6 **Assignment and Successors.** Neither Party may assign or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld, except that either Party may, upon prior written notice to the other Party (but without any obligation to obtain the consent of such other Party), assign this Agreement to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such Party, if such entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assignees. Any purported assignment in violation of this section shall be null and void ab initio.

3.7 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument.

(Signature pages to follow)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNOR
CLEARWATER PAPER CORPORATION

By: *[Signature]*

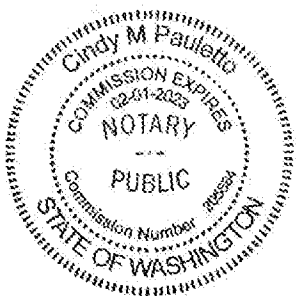
Print Name/Title: Michael J. Murphy, Senior Vice President, Chief Financial Officer

Date: 1/1/2021

STATE OF Washington)
) ss.
COUNTY OF Spokane)

On this 1st day of January, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Michael J. Murphy, the party that executed the foregoing instrument and acknowledged such instrument to be the free and voluntary act and deed of Clearwater, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute such instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this day and year first above written.



[Signature]
Notary Public in and for the State of Washington
residing at Spokane
Commission Expires: 2.1.23

EXHIBIT A – PATENT ASSETS

Title	CaseNumber	Type	Status	Country	Application Or SerialNumber	Patent Or Registration Number
Design Retefiori 5 Pixel - Paper Product	C051-0023CA	Patent	Registered	Canada	182771	182771
Design Retefiori 5 Pixel	C051-0023CA	Patent	Assigned	Canada		
Design Retefiori 2 Pixel	C051-0023CA	Patent	Assigned	Canada		
Design Retefiori 5 Pixel	C051-0023MXC1	Patent	Pending	Mexico	MX/f/2020/000532	
Design Retefiori 5 Pixel	C051-0023MXC2	Patent	Pending	Mexico	MX/f/2020/000530	
Design Retefiori 5 Pixel	C051-0023US	Patent	Assigned	United States	29/637,903	D871,777
Design Retefiori 5 Pixel - Paper Product	C051-0023USC2	Patent	Assigned	United States	29/755,960	
Design Retefiori 2 Pixel - Paper Product	C051-0024CA	Patent	Registered	Canada	182773	182773
Design Retefiori 2 Pixel	C051-0024MX	Patent	Assigned	Mexico	MX/f/2018/002415	
Design Retefiori 2 Pixel	C051-0024MXC1	Patent	Pending	Mexico	MX/f/2020/000534	
Design Retefiori 2 Pixel	C051-0024MXC2	Patent	Pending	Mexico	MX/f/2020/000533	
Design Retefiori 2 Pixel	C051-0024US	Patent	Assigned	United States	29/637,900	D871,776
Design Retefiori 2 Pixel - Paper Product	C051-0024USC2	Patent	Assigned	United States	29/755,946	
Design Retefiori 4 Pixel - Paper Product	C051-0025CA	Patent	Registered	Canada	182772	182772
Design Retefiori 4 Pixel	C051-0025MXC1	Patent	Pending	Mexico	MX/f/2020/000531	
Design Retefiori 4 Pixel	C051-0025US	Patent	Assigned	United States	29/637,905	D871,778
Large Happy Flower w/Geometric Pattern	C051-0082US	Patent	Registered	United States	29/408,248	D681,960
Large Happy Flower w/Geometric Pattern	C051-0082USC1	Patent	Registered	United States	29/438,376	D683,969
Large Happy Flower w/Stem Flower and Geometric Pattern	C051-0083US	Patent	Registered	United States	29/408,250	D681,961
Large Happy Flower w/Stem Flower and Geometric Pattern	C051-0083USC1	Patent	Registered	United States	29/438,390	D683,970
Large Stem Flower	C051-0084US	Patent	Registered	United States	29/408,253	D681,962
Large Stem Flower	C051-0084USC1	Patent	Registered	United States	29/438,410	D683,971
Paper Product with Embossing Pattern	C051-0085US	Patent	Assigned	United States	29/573,389	D824,180
Large Wavy Diamond	C051-0086CA	Patent	Registered	Canada	136641	136641

EXHIBIT B – TRADEMARKS ASSETS

Mark	Case Number	Type	Status	Country	Application / Serial Number
Hydrasorb	C051-0017TMUS	Trademark	Registered	United States	87635753
Multi-Size Sheets	C051-0026TMUS	Trademark	Registered	United States	87-778754
Spa	C051-0031TMUS	Trademark	Registered	United States	72155757
Truly Tuff	C051-0033TMUS	Trademark	Registered	United States	75/236197
Truly Soft	C051-0034TMUS	Trademark	Registered	United States	75236198
Legacy	C051-0036TMUS	Trademark	Registered	United States	75-525455
Tapestry	C051-0037TMUS	Trademark	Registered	United States	75-525454
Velure	C051-0039TMUS	Trademark	Registered	United States	72057822
Soft Elements	C051-0040TMUS	Trademark	Registered	United States	75-716224
Soft & Delicate	C051-0041TMUS	Trademark	Registered	United States	75746768
Truly Gentle	C051-0042TMUS	Trademark	Registered	United States	75838968
Value Clean	C051-0043TMUS	Trademark	Registered	United States	75914453
Sincerely Soft	C051-0044TMUS	Trademark	Registered	United States	76/174773
Today's Choice	C051-0045TMUS	Trademark	Registered	United States	76-240638
Size-It Sheets	C051-0048TMUS	Trademark	Registered	United States	78215671
With Hydrasorb Technology	C051-0051TMUS	Trademark	Registered	United States	78245895
Design Series	C051-0052TMUS	Trademark	Registered	United States	78277528
With Hydrasorb	C051-0053TMUS	Trademark	Registered	United States	78290315
Embossed Napkin Design	C051-0054TMUS	Trademark	Registered	United States	78/329408
Strong and Sturdy	C051-0055TMUS	Trademark	Registered	United States	78/317869
Perfectly Strong	C051-0056TMUS	Trademark	Registered	United States	78-680914
Simply Soft	C051-0057TMUS	Trademark	Registered	United States	78-705665
Simply Elegant	C051-0058TMUS	Trademark	Registered	United States	78-765460
Fanciful Daisy Design	C051-0061TMCA	Trademark	Registered	Canada	1319219
Fanciful Daisy Design	C051-0061TMUS	Trademark	Registered	United States	78-959538

Multi-Size	C051-0062TMUS	Trademark	Registered	United States	78969410
Lint Clean and Design	C051-0063TMUS	Trademark	Registered	United States	77024928
For A Clean, Lint-Clear Finish	C051-0064TMUS	Trademark	Registered	United States	77025127
Living Green	C051-0065TMUS	Trademark	Registered	United States	77186139
Hydrasorb Fiber Technology	C051-0066TMUS	Trademark	Registered	United States	77206021
Embossed Floral Pattern	C051-0068TMUS	Trademark	Registered	United States	77758428
Select-A-Sheet	C051-0069TMUS	Trademark	Registered	United States	77597917
Clean. Strong. Confidence	C051-0073TMUS	Trademark	Registered	United States	85-666155
Fiberstrong Technology	C051-0089TMCA	Trademark	Registered	Canada	1606212
Fibertstrong Technology	C051-0089TMUS	Trademark	Registered	United States	85-666141
Fibersoft Technology	C051-0090TMCA	Trademark	Registered	Canada	1606216
Fibersoft Technology	C051-0090TMUS	Trademark	Registered	United States	85-666118
Fiberstrong	C051-0091TMCA	Trademark	Registered	Canada	1606214
Fiberstrong	C051-0091TMUS	Trademark	Registered	United States	85-666139
Fibersoft	C051-0092TMCA	Trademark	Registered	Canada	1606219
Fibersoft	C051-0092TMUS	Trademark	Registered	United States	85/666067
The Ultimate Softness	C051-0093TMUS	Trademark	Registered	United States	85-666148
Clean. Strong. Confidence	C051-0095TMCA	Trademark	Registered	Canada	1606220
Experience A Softer Clean	C051-0098TMCA	Trademark	Registered	Canada	1606215
Strongweave Technology	C051-0102TMCA	Trademark	Registered	Canada	1606208
The Ultimate Comfort	C051-0103TMCA	Trademark	Registered	Canada	1606207
The Ultimate Comfort	C051-0103TMUS	Trademark	Registered	United States	85/666152
Spill Saver	C051-0047TMUS	Trademark	Registered	United States	76/303847