

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM627881

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Appvion Operations, Inc.		01/05/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Nekoosa Coated Products, LLC		
Street Address:	841 Market St.		
City:	Nekoosa		
State/Country:	WISCONSIN		
Postal Code:	54457		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1743930	XERO/FORM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4049626421		
Email:	pharan.evans@millermartin.com		
Correspondent Name:	Pharan A.S. Evans		
Address Line 1:	1200 Volunteer Bldg., 832 Georgia Avenue		
Address Line 2:	Attn: Trademark Paralegal		
Address Line 4:	Chattanooga, TENNESSEE 37402		
NAME OF SUBMITTER:	Pharan A.S. Evans		
SIGNATURE:	/Pharan A.S. Evans/		
DATE SIGNED:	02/23/2021		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Trademark Assignment**”) is made and entered into as of January 5, 2021, by and between APPVION OPERATIONS, INC., a Delaware corporation (“**Seller**”), and NEKOOSA COATED PRODUCTS, LLC, a Delaware limited liability company (“**Purchaser**”).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of even date herewith, by and among Purchaser, Seller, and the other parties thereto (the “**Purchase Agreement**”), Purchaser, among other things, purchased the Purchased Assets from Seller; and

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment for recording with the United States Patent and Trademark Office.

NOW THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Seller hereby irrevocably conveys, transfers, and assigns to Purchaser, and Purchaser hereby accepts, all of Seller’s right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on **Schedule 1** hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Purchaser. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths,

exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Purchaser, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States of America and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

**[Remainder of page intentionally left blank.
Signature page immediately follows.]**

IN WITNESS WHEREOF, the parties have hereunto caused this Trademark Assignment to be duly executed and effective as of the day and year first written above.

PURCHASER:

NEKOOSA COATED PRODUCTS, LLC,
a Delaware limited liability company

By: 
Name: Paul Charapata
Title: President and Chief Executive Officer

SELLER:

APPVION OPERATIONS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have hereunto caused this Trademark Assignment to be duly executed and effective as of the day and year first written above.

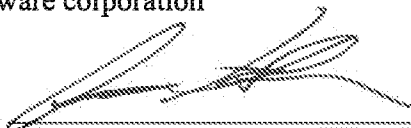
PURCHASER:

NEKOOSA COATED PRODUCTS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

SELLER:

APPVION OPERATIONS, INC.,
a Delaware corporation

By: 
Name: Graeme Hodson
Title: President – Paper Division

SCHEDULE 1

Assigned Trademarks

Mark	Jurisdiction	Reg. No. or App. No.	Reg. Date or Filing Date	Goods/Services
XERO/FORM	Australia	642598	10/6/1994	16: Pressure-sensitive paper, namely, carbonless paper sheets or rolls.
XERO/FORM	Austria	155832	12/16/1994	16: Pressure-sensitive paper, namely, carbonless paper sheets or rolls.
XERO/FORM	Benelux	563065	04/19/2004	16: Pressure-sensitive paper, namely, carbonless paper sheets or rolls.
XERO/FORM	Canada	TMA428904	6/17/1994	16: Pressure-sensitive paper, namely, carbonless paper sheets or rolls.
XERO/FORM	France	94542576	10/6/2014	16: Pressure-sensitive paper, namely, carbonless paper sheets or rolls.
XERO/FORM	Germany	2906200	05/10/1995	16: Pressure-sensitive paper, namely, carbonless paper sheets or rolls.
XERO/FORM	Italy	1609544	10/8/2014	16: Pressure-sensitive paper, namely, carbonless paper sheets or rolls.
XERO/FORM	New Zealand	241934	06/17/1997	16: Pressure-sensitive paper, namely, carbonless paper sheets or rolls.
XERO/FORM	Portugal	304896	10/10/1995	16: Pressure-sensitive paper, namely, carbonless paper sheets or rolls.

XERO/FORM	Switzerland	2P-425213	5/10/1996	16: Pressure-sensitive paper, namely, carbonless paper sheets or rolls.
XERO/FORM	US	1743930	12/29/1992	16: pressure sensitive paper, namely carbonless paper rolls or sheets