

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM637658

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900599446

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
National Packaging Services Corporation		02/10/2021	Corporation: WISCONSIN

**RECEIVING PARTY DATA**

<b>Name:</b>	NPS Holdings LLC
<b>Street Address:</b>	3303 Spirit Way
<b>City:</b>	Green Bay
<b>State/Country:</b>	WISCONSIN
<b>Postal Code:</b>	54304
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2125708	HYDRO-CREPE
Registration Number:	2209132	N
Registration Number:	2521254	RESPONSE
Registration Number:	4056590	REACT
Registration Number:	4356487	RETAIN
Registration Number:	4733267	REDDINAP
Registration Number:	4385539	CELTIC
Registration Number:	5525916	PHOENIX
Registration Number:	5525915	

**CORRESPONDENCE DATA**

Fax Number: 2165790212

*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: 2165863939

Email: kabarrett@jonesday.com, pcyngier@jonesday.com

Correspondent Name: Kerry A. Barrett/Jones Day

Address Line 1: 901 Lakeside Avenue

Address Line 4: Cleveland, OHIO 44114-1190

<b>ATTORNEY DOCKET NUMBER:</b>	264910-600017
<b>NAME OF SUBMITTER:</b>	Kerry A. Barrett
<b>SIGNATURE:</b>	/Kerry A. Barrett/
<b>DATE SIGNED:</b>	04/07/2021

**Total Attachments: 6**

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "*Assignment*"), dated February 22, 2021 (the "*Effective Date*"), is by and between National Packaging Services Corporation, a Wisconsin corporation ("*Assignor*") and NPS Holdings LLC, a Delaware limited liability company ("*Assignee*").

WITNESSETH:

WHEREAS, Assignor owns certain intellectual property set forth on Schedule A (collectively, the "*Transferred IP*");

WHEREAS, the Transferred IP is subject to that certain Asset Purchase Agreement, dated January 29, 2021, by and among Assignee, Assignor, NPS of WI, LLC, a Wisconsin limited liability company, Blue Ridge Tissue Corporation, a Wisconsin corporation, and NPT Holdings, Inc., a Wisconsin corporation (as the same may be further amended, modified supplemented, or replaced from time to time, the "*Purchase Agreement*");

WHEREAS, pursuant to the Purchase Agreement, the Transferred IP is to be assigned, transferred, delivered and conveyed to Assignee;

WHEREAS, upon the Effective Date, Assignor desires to assign, transfer, convey and deliver to Assignee the Transferred IP;

WHEREAS, upon the Effective Date, Assignee desires to acquire and accept the Transferred IP from Assignor;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained (and including the premises and covenants set forth in the Purchase Agreement) and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, conveys, transfers and delivers to Assignee, its successors, and permitted assigns forever and exclusively throughout the world, all right, title and interest of Assignor in, to and under the Transferred IP, including the following:

1.1 All rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

1.2 All claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made;

1.3 Any and all of Assignor's rights, privileges and priorities provided under applicable law with respect to the Transferred IP, including, without limitation, Assignor's common law rights and rights under the any relevant laws each to the extent permitted under applicable law, including any and all past, present or future claims or causes of action, whether at law or in equity, arising out of or related to any infringement, misappropriation, unfair competition, dilution or other violation of the Transferred IP, and the right to sue for damages, injunctive relief or any other remedy or otherwise recover therefore (regardless of whether such rights are exercisable);

1.4 Any and all income, royalties, damages and payments which become due or payable with respect to the Transferred IP on or after the Effective Date, and the right to receive such income, royalties, damages and payments, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made;

1.5 The goodwill of the business associated with or symbolized by the trademarks, service marks, trade names, trade dress, corporate names, logos, domain names, URLs and any other source identifiers of any kind or nature, in each case whether or not registered, included in the Transferred IP;

1.6 All registrations that may be granted in the foregoing; and

1.7 All extensions and renewals of the foregoing.

2. **Retained Rights.** Assignor retains no rights in the Transferred IP.

3. **Reference to the Purchase Agreement.** The provisions of this Assignment are subject in all respects to the terms of the Purchase Agreement, and all of the representations, warranties, covenants and agreements contained therein shall survive the execution and delivery of this Assignment in accordance with the terms thereof. Nothing in this Assignment, express or implied, is intended to or will be construed to alter, modify, add to or waive any of the rights, obligations, terms, covenants, condition, or other provisions contained in the Purchase Agreement. To the extent that any provision of this Assignment conflicts with the terms of the Purchase Agreement, the Purchase Agreement will govern.

4. **Recordation.** Assignor hereby authorizes and requests the Commissioner of the U.S. Patent and Trademark Office or any other official of any applicable governmental authority to record Assignee as owner of the Transferred IP and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

5. **Further Assurances.** From and after the Effective Date, Assignor shall execute and deliver or cause to be executed and delivered to Assignee such bills of sale, assignments, certificates, documents or other instruments in addition to those required by this Assignment, and take such other actions, as Assignee may reasonably request, in order to implement the transactions contemplated by this Assignment.

6. **Governing Law.** This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to principles of conflicts of law.

7. **Section Headings.** The section headings contained in this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

8. **No Third Party Beneficiaries.** No person or entity that is not a party hereto or his, her or its successor, permitted assign, executor or legal representative will have any right or obligation pursuant to this Assignment.

9. **Counterparts and Electronic Signatures.** This Assignment and other documents to be delivered pursuant to this Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document. A manual signature on this Assignment or other documents to be delivered pursuant to this Assignment, an image of which will have been transmitted electronically, will constitute an original signature for all purposes. The delivery of copies of this Assignment or other

documents to be delivered pursuant to this Assignment, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Assignment or such other document for all purposes.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first written above.

ASSIGNOR:

NATIONAL PACKAGING SERVICES CORPORATION

By: Andrew F. Hetzel, Jr.  
Name: Andrew F. Hetzel, Jr.  
Title: President

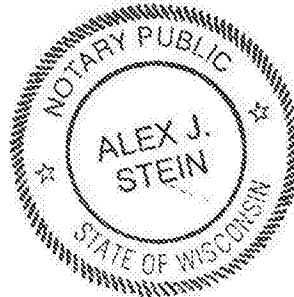
STATE OF Wisconsin

COUNTY OF Outagamie

On February 10, 2021 before me, Alex J. Stein, Notary Public in and for said State, personally appeared Andrew F. Hetzel, Jr., proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Alex J. Stein  
SIGNATURE OF NOTARY PUBLIC

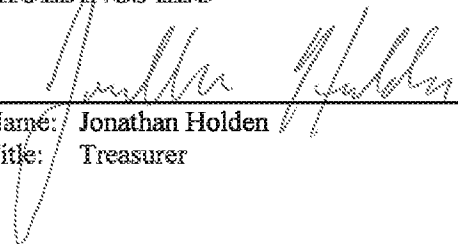


*[Signature Page to Intellectual Property Assignment]*

IN WITNESS WHEREOF, Assignee has executed this Assignment as of the date first written above.

ASSIGNEE:

NPS HOLDINGS LLC

By: 

Name: Jonathan Holden

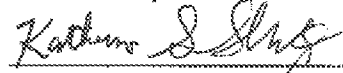
Title: Treasurer

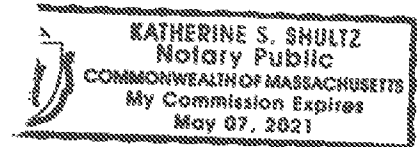
STATE OF MASSACHUSETTS

COUNTY OF SUFFOLK

On 2/12/21 before me, Katherine Shultz, Notary Public in and for said State, personally appeared Jonathan Holden, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
SIGNATURE OF NOTARY PUBLIC



*[Signature Page to Intellectual Property Assignment]*

**SCHEDULE A**

**Transferred IP**

Trademarks

<b>Trademark Name</b>	<b>Jurisdiction</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
HYDRO-CREPE	US	04-Feb-1997	2,125,708	30-Dec-1997
N (Stylized)	US	13-Jan-1998	2,209,132	08-Dec-1998
RESPONSE	US	04-May-2000	2,521,254	18-Dec-2001
RESPONSE	CA	03-Nov-2000	569,311	22-Oct-2002
REACT	US	07-Feb-2008	4,056,590	15-Nov-2011
RETAIN	US	24-Apr-2012	4,356,487	25-Jun-2013
REDDINAP	US	10-Jul-2014	4,733,267	05-May-2015
CELTIC Logo	US	27-Sep-2012	4,385,539	13-Aug-2013
PHOENIX	US	18-May-2017	5,525,916	24-Jul-2018
PHOENIX Logo	US	18-May-2017	5,525,915	24-Jul-2018