

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649728

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900612288		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Veritiv Operating Company		05/26/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Pixelle Specialty Solutions LLC		
Street Address:	228 South Main Street		
City:	Spring Grove		
State/Country:	PENNSYLVANIA		
Postal Code:	17362		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2494361	ROLLSOURCE	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1361031 TM VOC		
NAME OF SUBMITTER:	Elizabeth Wagenbach		
SIGNATURE:	/Elizabeth Wagenbach/		
DATE SIGNED:	05/26/2021		
Total Attachments: 5			
source=PIXELLE_IP Assignment Agreement (Rollsource Acquisition) (May 26)_2021 [Executed]#page2.tif			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement, dated as of May 26, 2021 (this “Agreement”), is by and between Veritiv Operating Company, a Delaware corporation (“Seller” or “Assignor”), and Pixelle Specialty Solutions LLC, a Delaware limited liability company (“Assignee”). All capitalized terms used but not defined herein shall have the meaning ascribed thereto in that certain Asset Purchase Agreement, dated as of March 31, 2021, by and among Seller and Assignee (the “Asset Purchase Agreement”).

RECITALS

A. WHEREAS, pursuant to the terms of the Asset Purchase Agreement, effective as of the Closing Date, Assignor has sold, assigned, transferred, conveyed and delivered to Assignee, and Assignee has purchased, acquired and accepted from Assignor, all of Assignor’s right, title and interest in, to and under the Transferred Intellectual Property, including the Transferred Intellectual Property Registrations set forth in **Schedule 1** attached hereto.

B. WHEREAS, the parties hereto desire to further document the assignment of the right, title and interest in and to the Transferred Intellectual Property.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agrees as follows:

1. **Assignment**. Assignor hereby acknowledges that it has sold, assigned, transferred, conveyed and delivered (collectively, the “Assignment”) to Assignee all of Assignor’s right, title, benefit, privilege, and interest in, to and under each of the Transferred Intellectual Property, including the Transferred Intellectual Property Registrations set forth on **Schedule 1** attached hereto and any and all goodwill symbolized thereby, and Assignee hereby acknowledges that it has purchased, acquired and accepted the Assignment.

2. **Recordation of Assignment**. The Assignment may be made of record in any government and/or administrative authorities, including in the United States Patent and Trademark Office and the United States Copyright Office, as appropriate and desired by Assignee.

3. **Terms of Asset Purchase Agreement**. Other than as expressly set forth in Section 1, each of the parties hereto acknowledges and agrees that (a) nothing contained herein will itself change, amend, extend, replace or alter (nor should it be deemed or construed as changing, amending, extending, replacing or altering) the terms or conditions of the Asset Purchase Agreement in any manner whatsoever; (b) this Agreement does not create or establish rights, liabilities or obligations not otherwise created or existing under or pursuant to the Asset Purchase Agreement; and (c) the terms and conditions contained in the Asset Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein.

4. Successors. This Agreement shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with (a) the laws of the United States, in respect to trademark issues, and (b) in all other respects, including as to validity (except for trademark issues), interpretation and effect, by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.

6. Counterparts. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

7. Miscellaneous. This Agreement is subject to all the terms and conditions of the Asset Purchase Agreement. The parties intend that this Agreement is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Asset Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of this date first above written.

ASSIGNOR:

VERITIV OPERATING COMPANY

By: _____

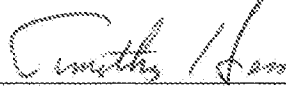
Name: MARK W. HEAWICK

Title: SVP, General Counsel + Corporate Secretary

[Signature Page to Intellectual Property Assignment Agreement]

ASSIGNEE:

PIXELLE SPECIALTY SOLUTIONS LLC

By: 

Name: Timothy Hess

Title: President and Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

[[5618157]]

TRADEMARK
REEL: 007299 FRAME: 0347

SCHEDULE 1

Registered Trademark for Rollsource name – details below:

FILE NUMBER	JURISDICTION	APPLICATION NUMBER	REGISTRATION NO.	REG. / APP. DATE	OWNER
097118- 1011428	United States of America	76/144,987	2494361	Oct. 2, 2001	Veritiv Operating Company

[[5618157]]