

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706560

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
US Greenfiber, LLC		12/31/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Greenfiber LLC		
Street Address:	1603 Orrington Avenue		
Internal Address:	Suite 700		
City:	Evanston		
State/Country:	ILLINOIS		
Postal Code:	60201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2496916	AGRITHERM	
Registration Number:	2457610	COCOON	
Registration Number:	3408557	FIRE SOUND PRODUCTS	
Registration Number:	3400022	FRM	
Registration Number:	3491434	GREENFIBER	
Registration Number:	5910237	SANCTUARY	
Registration Number:	5910238	THE ULTIMATE IN SANCTUARY	
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:	14155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Becky L. Troutman, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/ mp		

CH \$190.00 2496916

DATE SIGNED:	02/04/2022
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Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement is entered into as of December 31, 2021 (this "Assignment Agreement"), by and among Greenfiber Holdings, LLC, a Delaware limited liability company (the "Company"), each of the Company's direct and indirect Subsidiaries listed on the signature pages hereto (together with the Company, "Assignors") and Greenfiber LLC, a Delaware limited liability company (the "Assignee").

A. Assignors, Assignee, and Greenfiber Canada ULC, an unlimited liability company incorporated under the laws of the Province of Nova Scotia ("Canadian Purchaser"), have entered into that certain Asset Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, that Assignors will sell, convey, transfer, assign, and deliver to Assignee, and Assignee will purchase and acquire from Assignors, the Purchased Assets (as defined in the Purchase Agreement);

B. The execution and delivery of this Assignment Agreement is required pursuant to the closing of the transactions contemplated by the Purchase Agreement;

C. Assignors and Canadian Purchaser are separately entering into a Trademark Assignment Agreement under which all Canadian trademark registrations that are Owned Intellectual Property (the "Canadian Marks") are being assigned to Canadian Purchaser (the "Trademark Assignment") and

D. Assignors are willing to assign to Assignee all rights they may have in and to all other Intellectual Property of the Business on the terms and subject to the conditions set forth in this Assignment Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignors and Assignee, Assignors and Assignee agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment. Effective as of the date hereof, Assignors hereby irrevocably sell, assign, convey, transfer, set over, and deliver to Assignee, and its successors and assigns, all of Assignors' worldwide right, title and interest in and to the Owned Intellectual Property other than the Canadian Marks (including any trade names and similar names used by Sellers, trademarks, trademark registrations, trademark applications, service marks, service mark registrations, and service mark applications (other than the Canadian Marks); copyrights, copyright registrations, copyright applications; patent rights (including issued patents, applications, divisions, continuations and continuations-in-part, reissues, patents of addition, utility models and inventors' certificates); licenses with respect to any of the foregoing; trade secrets, proprietary manufacturing information and know-how; inventions, inventors' notes, drawings and designs; customer and vendor lists and the goodwill associated with any of the foregoing); all of Sellers' right, title, and interest in and to any Business IT Assets and Intellectual Property of the Business; and all goodwill associated therewith and symbolized thereby and all rights and privileges relating or pertaining to the foregoing Intellectual Property (including all rights and privileges to the foregoing Intellectual Property under any employment agreements, non-disclosure agreements and intellectual property assignment agreements); including all usernames, passwords and other information and credentials used to access, use, manage, maintain or renew any domain names or social media accounts included in the foregoing Intellectual Property including all worldwide right, title and interest in and to the following:

- (a) patents, industrial designs, and utility models, and applications for any of the foregoing, including all provisionals, divisionals, continuations, continuations-in-part, requests for continuing examination, reissues, reexaminations, renewals and extensions of any of the foregoing and all rights to claim priority of any of the foregoing, including the patents and patent applications identified in Exhibit A attached hereto and incorporated herein by reference (the “Transferred Patents”), any related or corresponding United States provisional or non-provisional application embodying the inventions described in the Transferred Patents or any other United States application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted therefrom, or any application claiming the benefit of a non-provisional application under 35 U.S.C. §120, including all divisions, continuations, reexaminations, and reissues thereof and all patents that may be granted thereon, including any other counterparts thereto worldwide, patents of addition, utility models, inventors’ certificates, industrial property protection, patent rights and right to claim priority thereto in any country, and all extensions and renewals thereof existing now or in the future, including all applications for patents, utility models and designs that may hereafter be filed for in any country or countries other than the United States, together with the right to file such applications under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and all forms of industrial property protection, including patents, utility models, inventors’ certificates and designs, which may be granted in any country or countries foreign to the United States and all extensions, renewals and reissues therefor;
- (b) Trademarks, including the trademark applications and registrations, common law trademarks, domain names, and social media accounts identified in Exhibit A, but excluding the Canadian Marks (the “Transferred Trademarks”) all registrations and applications for any of the foregoing, renewals and extensions thereof, the ongoing and existing business of Assignors to which the Transferred Trademarks pertain, all goodwill associated with any of the foregoing, and any other Trademarks similar or confusingly similar to any of the foregoing, and all goodwill associated with any of the foregoing;
- (c) Software, works of authorship, copyrights, mask work rights, and design rights (all whether registered or unregistered), applications for registration and registrations of, and all renewals and extensions of, any of the foregoing and all moral rights associated with any of the foregoing, including the copyrights applications and registrations and Software identified in Exhibit A (the “Transferred Copyrights”), all registrations and applications for any of the foregoing, renewals and extensions thereof and all moral rights associated with any of the foregoing;
- (d) artificial intelligence technologies, including machine learning technologies and deep learning technologies;
- (e) data, databases, computer software, internet domain names, social media accounts and handles, websites and website content;
- (f) all economic rights of authors and inventors, however denominated;
- (g) trade secrets and other proprietary and confidential information and data, including inventions (whether or not patentable or reduced to practice), invention disclosures, ideas, developments, improvements, know-how, designs, drawings, algorithms, source code, methods, processes, techniques, formulae, research and development, compilations, compositions, manufacturing processes, production processes, devices, specifications, reports, analyses, data, data analytics,

customer lists, supplier lists, pricing information, cost information, business plans, business proposals, marketing plans, and marketing proposals, including the trade secrets identified in Exhibit A (the “Transferred Trade Secrets”);

- (h) all other intellectual property and proprietary rights in, arising out of, in connection with or in relation to any of the foregoing ((a) through (e) are collectively referred to as the “Transferred Intellectual Property”), the same to be held and enjoyed by Assignee, its successors and assigns;
- (i) all of Assignors’ right to file patent, trademark and copyright applications in the United States and throughout the world for the Transferred Intellectual Property in the name of Assignee, its successors and assigns; and
- (j) all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights to causes of action and remedies, related to any of the Transferred Intellectual Property, including all proceeds to infringement suits, the right to sue and prosecute for past, present and future infringement, misappropriation or other violation of rights related to the Transferred Intellectual Property, and all rights corresponding thereto throughout the world for the Transferred Intellectual Property rights assigned herein.

(k) Authorization. Assignors authorize and request the Commissioner of Patents and Trademarks of the United States, the Register of Copyrights of the United States, and the corresponding entities, agencies or registrars in the United States or any applicable foreign jurisdictions, whose duty is to issue patents, trademarks, copyrights or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee and to record Assignee as owner of the Transferred Patents, Transferred Trademarks and Transferred Copyrights, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

(l) Further Assurances. At the request of Assignee, Assignors shall provide, at the expense of Assignee, Assignee and its successors and assigns with all such reasonable assistance as it may reasonably request for the full utilization of the rights granted in Section 2, above, including, upon request by Assignee to execute and use its commercially reasonable efforts to cause its current or former employees or contractors to execute, as applicable, all applications and any further assignments or other documents or instruments, sign all lawful papers, and make all rightful oaths necessary or desirable to carry out the purposes or intent of this Assignment Agreement and to aid Assignee or its successors, assigns or other legal representatives to obtain proper protection for the Transferred Intellectual Property in all jurisdictions and to record Assignee as owner of the Transferred Intellectual Property, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives. Without limiting the foregoing, Assignors will do all things necessary to reasonably assist Assignee in transferring all domain names that are Transferred Intellectual Property, including as applicable, placing each of the domain names in “unlocked” status and provide Assignee the Internet domain name registrars’ transfer authorization codes for each of the domain names and any other information required to effectuate the transfer of Assignors’ right, title and interest in the domain names to Assignee. Assignors shall not assert any right, title or interest in or to any of the Transferred Intellectual Property and shall not use any of the Transferred Intellectual Property except as may be expressly authorized by Assignee in writing.

(m) Interpretation. The use of the masculine, feminine or neuter gender or the singular or plural form of words used herein (including defined terms) will not limit any provision of this Assignment Agreement. The terms “include,” “includes” and “including” are not intended to be limiting and will be deemed to be followed by the words “without limitation” (whether or not they are in fact followed by such

words) or words of like import. Reference to a particular Person includes such Person's successors and assigns to the extent such successors and assigns are permitted by the terms of any applicable agreement. The Exhibits identified in this Assignment Agreement are incorporated into this Assignment Agreement by reference and made a part hereof. The Section and Exhibit headings contained in this Assignment Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Assignment Agreement.

(n) Governing Law. This Assignment Agreement, and all Legal Proceedings, causes of action, or claims of any kind (whether at Law, in equity, in Contract, in tort, or otherwise) that may be based upon, arise out of, or relate to this Assignment Agreement, or the negotiation, execution, or performance of this Assignment Agreement will be governed by and construed in accordance with the Law of the State of Delaware, including Delaware Laws relating to applicable statutes of limitation, without giving effect to any choice of Law or conflict of Laws rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

(o) Jurisdiction. The parties hereby irrevocably submit to the exclusive jurisdiction of the federal or state courts of the State of Delaware over any Legal Proceeding arising out of or relating to this Assignment Agreement and each party hereby irrevocably agrees that all claims in respect of such Legal Proceeding may be heard and determined in such courts. The parties hereby irrevocably waive any objection which they may now or hereafter have to the laying of venue of any Legal Proceeding brought in such courts or any claim that such Proceeding brought in such courts has been brought in an inconvenient forum. Each of the parties agrees that a judgment in such Legal Proceeding may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each of the parties hereby irrevocably consents to process being served by any party to this Assignment Agreement in any Legal Proceeding by delivery of a copy thereof in accordance with the provisions of Section 8.2 of the Purchase Agreement.

(p) Counterparts; Facsimile Signatures. The parties may execute this Assignment Agreement in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. This Assignment Agreement is effective upon delivery of one executed counterpart from each party to the other party. The signatures of all parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending party's signature is as effective as signing and delivering the counterpart in person.

(q) Waivers. The failure of a party at any time or times to require performance of any provision hereof or claim damages with respect thereto will in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term, covenant, representation or warranty contained in this Assignment Agreement will be effective unless in writing, and no waiver in any one or more instances will be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

(r) Severability. If any term or other provision of this Assignment Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, provisions and conditions of this Assignment Agreement will nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Assignment Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the transactions contemplated in the Purchase Agreement are fulfilled to the extent possible.

(s) Binding Effect. This Assignment Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and permitted assigns.

(t) No Third Party Beneficiaries. Nothing in this Assignment Agreement is intended to confer any rights or remedies, whether express or implied, on any Persons other than the parties and their successors and permitted assigns.

(u) Entire Agreement. This Assignment Agreement, the Trademark Assignment, and the Purchase Agreement constitute the full and entire understanding and agreement among the parties with respect to the subject matter hereof and thereof and supersede any and all prior agreements, arrangements and understandings, both written and oral, with respect to the subject matter hereof and thereof.

(v) Amendment. This Assignment Agreement may not be amended, supplemented or otherwise modified except in a written document signed by each party to be bound by the amendment and that identifies itself as an amendment to this Assignment Agreement.

[signature page follows]

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

ASSIGNEE:

GREENFIBER LLC

By: J. Kyle Hood
Name: J. Kyle Hood
Title: Vice President & Secretary

[Signature Page to IP Assignment Agreement]

TRADEMARK
REEL: 007621 FRAME: 0748

ASSIGNORS:

GREENFIBER HOLDINGS, LLC

By: WAB
Name: Will Brown
Title: President

CDN FIBRES INC.

By: WAB
Name: Will Brown
Title: President

NE FIBERS, LLC

By: WAB
Name: Will Brown
Title: President

US GREENFIBER, LLC

By: WAB
Name: Will Brown
Title: President

GREENFIBER ALBANY, INC.

By: WAB
Name: Will Brown
Title: President

GREENFIBER SALT LAKE CITY, INC.

By: WAB
Name: Will Brown
Title: President

EXHIBIT A

Transferred Intellectual Property

Transferred Patents

<u>Patent No. Title</u>	<u>Application No.</u>	<u>Date of Application</u>	<u>Patent No.</u>	<u>Patent Date</u>	<u>Owner</u>	<u>Jurisdiction</u>
RECYCLABLE WASTEPAPER BASED THERMAL INSULATION SYSTEM AND METHOD OF MAKING SAME ¹	63/277,207	11/9/2021	N/A	--	US Greenfiber, LLC	USA

Transferred Trademarks:

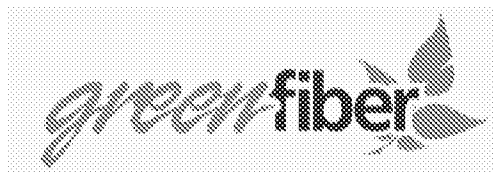
Trademark Applications and Registrations:

<u>Trademark Title</u>	<u>Application No.</u>	<u>Date of Application</u>	<u>Reg. No.</u>	<u>Date of Registration</u>	<u>Owner</u>	<u>Jurisdiction</u>
AGRITHERM	75/761,378	07/26/1999	2,496,916	10/09/2001	US GREENFIBER, LLC	USA
COCOON	75/359,406	09/18/1997	2,457,610	06/05/2001	US GREENFIBER, LLC	USA
FIRE SOUND PRODUCTS (and Design)	77/240,222	07/27/2007	3,408,557	04/08/2008	US GREENFIBER, LLC	USA
FRM	78/915,244	06/23/2006	3,400,022	03/18/2008	US GREENFIBER, LLC	USA
GREENFIBER	77/240,227	07/27/007	3,491,434	08/26/2008	US GREENFIBER, LLC	USA
SANCTUARY	88/246,833	01/02/2019	5910237	11/12/2019	US GREENFIBER, LLC	USA

¹ Provisional Patent Application

THE ULTIMATE IN SANCTUARY	88/246,841	01/02/2019	5910238	11/12 2019	US GREENFIBER, LLC	USA
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Common Law Trademarks:



Domain Names:

greenfiber.com
 usgreenfiber.org
 us-gf.com
 thermocell.com
 greenfiber.org
 greenfiber.info
 firesoundproducts.com
 engineeredforlife.com
 literature.greenfiber.com

Social Media Accounts:

Facebook: <https://www.facebook.com/Greenfiber/>
 YouTube: <https://www.youtube.com/user/GreenFiberInsulation>
 LinkedIn: <https://www.linkedin.com/company/greenfiber/>
 Instagram: <https://www.instagram.com/greenfibersanctuary/?hl=en>
 Twitter: <https://twitter.com/usgreenfiber?lang=en>

Transferred Copyrights:

Copyright Applications and Registrations:

<u>Copyright Title</u>	<u>Application No.</u>	<u>Date of Application</u>	<u>Reg. No.</u>	<u>Date of Registration</u>	<u>Owner</u>	<u>Jurisdiction</u>
Frog with paper	N/A	N/A	VA0001672453	06/26/2008	US Greenfiber, LLC	USA
Sitting Frog	N/A	N/A	VA0001672456	06/26/2008	US Greenfiber, LLC	USA

AmericasActive:16266371.4
 AmericasActive:16266371.6

Software:

None.

Transferred Trade Secrets:

Recipes related to the Business products

Formulas related to the Business products

Processes related to the production of the Business products