

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM752447

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Georgia-Pacific Corrugated LLC		07/08/2022	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Menasha Packaging Company, LLC		
<b>Street Address:</b>	1645 Bergstrom Road		
<b>City:</b>	Neenah		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	54956		
<b>Entity Type:</b>	Limited Liability Company: WISCONSIN		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78363254	COLOR-BOX	
<b>Serial Number:</b>	77043686	COLOR-BOX	
<b>Serial Number:</b>	97445866	LITHO-CORR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2023729599		
<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>			
<b>Phone:</b>	202-372-9600		
<b>Email:</b>	tm-dept@quarles.com		
<b>Correspondent Name:</b>	Quarles & Brady LLP		
<b>Address Line 1:</b>	1701 Pennsylvania Avenue NW, Suite 700		
<b>Address Line 2:</b>	Attn: Xheneta Ademi		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	650005.00287		
<b>NAME OF SUBMITTER:</b>	Xheneta Ademi		
<b>SIGNATURE:</b>	/Xheneta Ademi/		
<b>DATE SIGNED:</b>	08/31/2022		
<b>Total Attachments: 5</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is entered into as of July 8, 2022, by and between **Menasha Packaging Company, LLC**, a Wisconsin limited liability company (“Assignee”), and **Georgia-Pacific Corrugated LLC**, a Delaware limited liability company (“Assignor”). Capitalized terms used herein and not defined shall have the meanings given to them in the Purchase Agreement (as defined below).

**RECITALS:**

(a) WHEREAS, Assignor has used and registered and thus owns the trademarks listed in Exhibit 1 hereto (the “Trademarks”) as well as the goodwill in connection therewith;

(b) WHEREAS, Assignor desires to assign and transfer to Assignee, and Assignee desires to receive, the Trademarks and the goodwill in connection therewith;

(c) WHEREAS, Assignor and Assignee, among other parties, have entered into an Asset Purchase Agreement (the “Purchase Agreement”), dated as of February 8, 2022, relating to the acquisition by Assignee of certain assets of Assignor, including the Trademarks; and

(d) WHEREAS, this Agreement is being executed pursuant to the Purchase Agreement.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the Recitals set forth above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby irrevocably sells, transfers, assigns and conveys to Assignee, free and clear of any and all Encumbrances except Permitted Encumbrances, all of Assignor’s right, title and interest in and to the Trademarks, including, without limitation, (i) the goodwill associated with the Trademarks, (ii) all common law rights associated with the Trademarks, and (iii) all rights to sue for past, present, or future infringement thereof, including all income, royalties, damages or payments now and hereafter due and/or payable under any of the foregoing with respect to any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing; and the right to sue for past, present and future infringements of any of the foregoing throughout the world.

2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of the Trademarks.

3. Assignor hereby authorizes and requests any agency having jurisdiction over the ownership of the Trademarks to record Assignee as the owner of the Trademarks.

4. Assignor further agrees that should additional documentation of the assignment or further acts be required to protect, secure, vest and record good title to the Trademarks in Assignee,

Assignor will, without further consideration, promptly provide or execute such other documents or take such further acts as may be reasonably necessary upon Assignee's reasonable request, including reasonable cooperation and assistance in the prosecution or defense of any proceeding that may arise in connection with any of the rights assigned hereby. In the event that Assignor is unable for any reason whatsoever to secure the necessary signatures to any document Assignee is required to execute pursuant to the foregoing, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents power of attorney to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. This power of attorney will be deemed coupled with an interest and will be irrevocable.

5. The Trademarks are being transferred by Assignor to Assignee, and assumed by Assignee, pursuant to the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

6. This Agreement shall be governed by and construed under and in accordance with the internal laws of the State of Delaware, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

7. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Each of the parties to this Agreement agrees that a signature affixed to a counterpart of this Agreement and delivered by facsimile or other electronic transmission by any Person is intended to be its, his or her signature and shall be valid, binding and enforceable against such Person.

*[Signature Page Follows]*

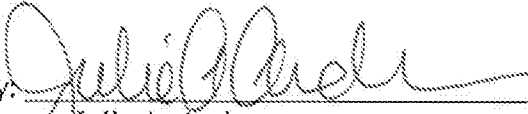
IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed as of the date first written above.

**ASSIGNOR:**

**ASSIGNEE:**

GEORGIA-PACIFIC CORRUGATED LLC

MENASHA PACKAGING COMPANY, LLC

By: 

By: \_\_\_\_\_

Name: Julie A. Anderson  
Its: Vice President and Chief Financial Officer

Name: Mark P. Fogarty  
Its: Vice President

*[Signature Page to Trademark Assignment Agreement]*

**TRADEMARK**  
**REEL: 007836 FRAME: 0610**

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**ASSIGNOR:**

GEORGIA-PACIFIC CORRUGATED LLC

By: \_\_\_\_\_  
Name: Julie A. Anderson  
Its: Vice President and Chief Financial Officer

**ASSIGNEE:**

MENASHA PACKAGING COMPANY, LLC

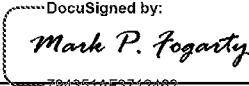

By:  \_\_\_\_\_  
Name: Mark P. Fogarty  
Its: Vice President

EXHIBIT 1

Jurisdiction	Trademark	App. No.	Reg. No.	Recorded Owner
United States	COLOR-BOX	78/363,254	2,997,216	Georgia-Pacific Corrugated LLC
United States	 Color-Box	77/043,686	3,315,692	Georgia-Pacific Corrugated LLC
United States	LITHO-CORR	97/445,866	Application pending	Georgia-Pacific Corrugated LLC