

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM761561

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Paper Company		05/01/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Global Holdings II, Inc.		
Street Address:	Primacy I, 6077 Primacy Parkway		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38119		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90838199	FUSIONLOK	
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>			
Email:	trademarks@sylvamo.com		
Correspondent Name:	David B. Poe		
Address Line 1:	Primacy I, 6077 Primacy Parkway		
Address Line 4:	Memphis, TENNESSEE 38119		
NAME OF SUBMITTER:	David B. Poe		
SIGNATURE:	/David B. Poe/		
DATE SIGNED:	10/17/2022		
Total Attachments: 5			
source=Swirl - 2nd Supplementary Trademark Assignment FULLY EXECUTED#page1.tif			
source=Swirl - 2nd Supplementary Trademark Assignment FULLY EXECUTED#page2.tif			
source=Swirl - 2nd Supplementary Trademark Assignment FULLY EXECUTED#page3.tif			
source=Swirl - 2nd Supplementary Trademark Assignment FULLY EXECUTED#page4.tif			
source=Swirl - 2nd Supplementary Trademark Assignment FULLY EXECUTED#page5.tif			

CH \$40.00 90838199

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Assignment**”), dated as of this 1st day of May, 2022, is entered into by and between International Paper Company, a New York corporation (“**Assignor**”) and Global Holdings II, Inc, a Delaware corporation

WHEREAS, the board of directors of Assignor has determined that it is in the best interests of Assignor and its shareholders to create a new publicly traded company (“**SpinCo**”) that will operate the SpinCo Business;

WHEREAS, in furtherance of the foregoing, the board of directors of Assignor has determined that it is appropriate and desirable to separate the SpinCo Business from the other businesses of Assignor (the “**Separation**”), and following the Separation, to make a distribution, on a pro rata basis, to shareholders of Assignor of eighty and one tenth of a percent (80.1%) of the outstanding shares of SpinCo owned by Assignor (the “**Distribution**”);

WHEREAS, Assignor and SpinCo intend to enter into a Separation and Distribution Agreement (the “**Separation Agreement**”) and related agreements to effectuate the Separation and Distribution;

WHEREAS, in preparation for and furtherance of the Separation, Assignor desires to contribute, assign, transfer and convey to Assignee, among other assets, all of Assignor’s right, title and interest in and to the trademark registrations and trademark applications set forth on Schedule 1, (the “**Assigned Trademarks**”); and

WHEREAS, Assignee desires to accept all of Assignor’s right, title and interest in and to the Assigned Trademarks;

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

1. Assignment. Assignor hereby contributes, assigns, transfers and conveys to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in, to and under the Assigned Trademarks together with all the goodwill associated with the use or symbolized by the Assigned Trademarks; all rights to apply for registration in any country with full benefit of such priority as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Trademarks, including, without limitation, the right to compromise, sue for and collect such profits and damages; all of the foregoing to be held and enjoyed by Assignee, its successors, assigns or legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Recordation. Assignor 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 Assignment upon request by Assignee.

3. Separation Agreement. This Assignment shall not expand, restrict or otherwise modify the terms of the Separation Agreement or constitute a waiver or relapse of any of the

terms of the Separation Agreement, including, without limitation, the representations, warranties, covenants, agreements and indemnities set forth in the Separation Agreement. In the event of any conflict or inconsistency between the terms of the Separation Agreement, on the one hand, and this Assignment, on the other hand, the Separation Agreement shall control.

4. Severability. If any provision of this Assignment or the application of any such provision to any person, entity or circumstance shall be determined by a court of competent jurisdiction to be invalid, unenforceable or void, the remaining provisions hereof or thereof, or the application of such provision to persons, entities or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. Upon such determination, the parties shall negotiate in good faith in an effort to agree upon such a suitable and equitable provision to effect the original intent of the parties.

5. Successors and Assigns. This Assignment will be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

6. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party hereto. Delivery of an executed counterpart of a signature page to this Assignment (whether executed by manual, stamp or mechanical signature) by facsimile or by email portable document format (PDF) shall be as effective as delivery of a manually executed counterpart of this Assignment.

7. Amendments; Waivers. No provisions of this shall be deemed waived, amended, supplemented or modified by a party hereto, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of the party against whom it is sought to enforce such waiver, amendment, supplement or modification. No failure or delay by either party hereto in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right hereunder.

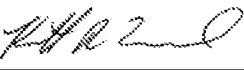
8. Governing Law. This Assignment and all issues and questions concerning the construction, validity, enforcement and interpretation of this Assignment (and any Schedule hereto) shall be governed by, and construed in accordance with, the Laws of the United States, in respect to trademark issues, and in all other respects the Laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) including all matters of validity, construction, effect, enforceability, performance and remedies.

[SIGNATURE PAGE FOLLOWS]

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

ASSIGNOR:

INTERNATIONAL PAPER COMPANY


By:  _____

Name:

Title:

ASSIGNEE:

GLOBAL HOLDINGS II, INC

By:  _____
Greg Gibson (May 4, 2022 13:16 EDT)

Name: Greg Gibson

Title: President

Schedule 1

Mark Name	Country	Application Number	Registration Number	Filed Date	Registration Date
FUSIONLOK	United States of America	90838199		July 20, 2021	


Trademark Assignment Agreement

Final Audit Report

2022-05-04

Created:	2022-05-04
By:	Christel Jeffcoats (christel.jeffcoats@sylvamo.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6bRRSdZneozHhOsROucfsInGLYFBTijW

"Trademark Assignment Agreement" History

-  Document created by Christel Jeffcoats (christel.jeffcoats@sylvamo.com)
2022-05-04 - 4:00:07 PM GMT
-  Document emailed to Greg Gibson (greg.gibson@sylvamo.com) for signature
2022-05-04 - 4:00:51 PM GMT
-  Email viewed by Greg Gibson (greg.gibson@sylvamo.com)
2022-05-04 - 5:15:28 PM GMT
-  Document e-signed by Greg Gibson (greg.gibson@sylvamo.com)
Signature Date: 2022-05-04 - 5:16:13 PM GMT - Time Source: server
-  Agreement completed.
2022-05-04 - 5:16:13 PM GMT