

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM801680

<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>
Novatech Process Solutions, LLC		01/03/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Valmet, Inc.		
<b>Street Address:</b>	3720 Davinci Court		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Norcross		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30092		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2798845	D/3 COMPACT	
<b>Registration Number:</b>	3429109	FLEXBATCH	
<b>Registration Number:</b>	2438096	SABL	
<b>Registration Number:</b>	2430921	TOTALVISION	
<b>Registration Number:</b>	2436421	D/3	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	tadmin@reinhartlaw.com		
<b>Correspondent Name:</b>	Daniel E. Kattman		
<b>Address Line 1:</b>	1000 N. Water Street		
<b>Address Line 2:</b>	Suite 1700		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>NAME OF SUBMITTER:</b>	Daniel E. Kattman		
<b>SIGNATURE:</b>	/dek/		
<b>DATE SIGNED:</b>	04/10/2023		

CH \$140.00 2798845

**Total Attachments: 4**

source=Assignment Novatech Process Solutions#page1.tif

source=Assignment Novatech Process Solutions#page2.tif

source=Assignment Novatech Process Solutions#page3.tif

source=Assignment Novatech Process Solutions#page4.tif

## ASSIGNMENT OF TRADEMARKS AND GOODWILL

This ASSIGNMENT OF TRADEMARKS AND GOODWILL is made and entered into as of January 3, 2023 (the "Effective Date"), by and between NOVATECH PROCESS SOLUTIONS, LLC, a Delaware limited liability company ("Assignor") and VALMET, INC., a Delaware corporation ("Assignee").

### RECITALS

A. Assignor, Assignee, and certain other parties entered into a Purchase Agreement dated as of November 9, 2022 (the "Agreement"), pursuant to which Assignor has agreed to assign all of Assignor's right, title and interest in the common law trademarks as described on Schedule A attached hereto (the "Marks"), and common law rights to the Marks and goodwill associated with the Marks.

B. Each capitalized term used in this Assignment, if not otherwise defined herein, shall have the meaning ascribed thereto in the Agreement.

### AGREEMENTS

In consideration of the recitals and the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns, grants, transfers and conveys to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor's right, title and interest, including common law rights, in the Marks, and all applications and issued registrations with respect to same, as well as the goodwill related to the Marks and the right to sue for past infringement of the Marks. Assignor will execute any and all further documents necessary to transfer to Assignee title in and to the Marks.

2. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to its conflict of laws principle.

3. This instrument may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

4. The provisions of this Assignment are subject, in all respects, to the terms and conditions of the Agreement and all of the representations and warranties, covenants and agreements contained therein. For the avoidance of doubt, nothing in this Assignment will be deemed to supersede, enlarge or modify any of the rights or obligations of Assignor or Assignee under the Agreement. If any conflict exists between this Assignment and the Agreement, the Agreement will govern and control.

*[Signature Page Follows]*

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

ASSIGNOR

NOVATECH PROCESS SOLUTIONS, LLC

BY 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ASSIGNEE

VALMET, INC.

BY \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature Page to Assignment of Trademarks]*

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

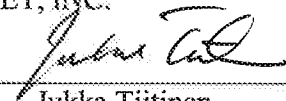
ASSIGNOR

NOVATECH PROCESS SOLUTIONS, LLC

BY \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE

VALMET, INC.

BY  \_\_\_\_\_  
Name: Jukka Tiitinen  
Title: President

*[Signature Page to Assignment of Trademarks]*

SCHEDULE A

Mark	Jurisdiction	App. No.	Reg. No.	Reg. Date	Status
D/3®	USA	75748108	2436421	March 20, 2001	Live
D/3 Compact®	USA	76409523	2798845	December 23, 2003	Live
D/3 Compact®	Canada	N/A	TMA607668	April 15, 2004	Live
D/3 Compact®	EU	N/A	002711737	December 2, 2003	Live
FlexBatch	USA	76674829	3429109	May 20, 2008	Live
SABL®	USA	75748105	2438096	March 27, 2001	Live
Totalvision®	USA	75748104	2430921	February 27, 2001	Live
D/3 DCS	USA	N/A	2434720	March 13, 2001	Cancelled
Powering the Process	USA	N/A	2823913	March 16, 2004	Cancelled

Unregistered trademarks: These trademarks are not registered with the USPTO, but are used as trademarks by NovaTech and should use ™ after the trademark.

Facets™  
 NovaTech Process Solutions™  
 D/3® Dataserver  
 D/3® Architect  
 D/3® Manager  
 D/3® Report Writer  
 D/3® TrendR  
 D/3® PAS  
 D/3 DCS  
 Powering the Process™  
 InstAlarm™  
 Procedure Chart™  
 TrendR™  
 VersaTrend™  
 TotalWebVision™  
 D/3® Procedure Chart  
 Reliability Centered System-Life Planning (RC-SLP)™  
 NovaTech® Educational Services