

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM839113

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Ridge Molding, LLC		12/22/2022	Limited Liability Company: NORTH CAROLINA
Von Drehle Hickory, LLC		12/22/2022	Limited Liability Company: NORTH CAROLINA
Von Drehle Cordova, LLC		12/22/2022	Limited Liability Company: NORTH CAROLINA
Von Drehle Farm, LLC		12/22/2022	Limited Liability Company: NORTH CAROLINA
Von Drehle Maiden, LLC		12/22/2022	Limited Liability Company: NORTH CAROLINA
Von Drehle Natchez, LLC		12/22/2022	Limited Liability Company: NORTH CAROLINA
Von Drehle Tennessee, LLC		12/22/2022	Limited Liability Company: NORTH CAROLINA
Von Drehle Properties, LLC		12/22/2022	Limited Liability Company: NORTH CAROLINA
Von Drehle Corporation		12/22/2022	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Marcal Hickory LLC		
Street Address:	1 Market Street		
City:	Elmwood Park		
State/Country:	NEW JERSEY		
Postal Code:	07407		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90587510	HARBOR	
Serial Number:	90587593	HARBOR MIST	
Serial Number:	90535688	TRANSCEND	
CORRESPONDENCE DATA			

CH \$90.00 90587510

Fax Number:

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.

Phone: 212-728-8000
Email: ipdept@willkie.com
Correspondent Name: Genevieve Dorment
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	117232.00060
NAME OF SUBMITTER:	Genevieve Dorment
SIGNATURE:	/Genevieve Dorment/
DATE SIGNED:	09/13/2023

Total Attachments: 11

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Assignment"), dated as of December 22, 2022, is by and between, on the one hand, Blue Ridge Molding, LLC, a North Carolina limited liability company, Von Drehle Hickory, LLC, a North Carolina limited liability company, Von Drehle Cordova, LLC, a North Carolina limited liability company, Von Drehle Farm, LLC, a North Carolina limited liability company, Von Drehle Maiden, LLC, a North Carolina limited liability company, Von Drehle Natchez, LLC, a North Carolina limited liability company, Von Drehle Tennessee, LLC, a North Carolina limited liability company, Von Drehle Properties, LLC, a North Carolina limited liability company, von Drehle Corporation, a North Carolina corporation (collectively, "Assignor") and, on the other hand, Marcal ~~Paper Group~~ ^{Hickory} LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase and Forbearance Agreement, dated as of December 22, 2022 (as amended, supplemented and/or modified from time to time, the "APA");

WHEREAS, pursuant to the APA, Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee all of its legal, equitable, and beneficial right, title and interest in and to the Transferred Assets, including certain Intellectual Property, and all proceeds thereof, free and clear of all Encumbrances, other than Permitted Encumbrances;

WHEREAS, pursuant to the APA, Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee all of its legal, equitable, and beneficial right, title and interest in and to certain assets, including certain Intellectual Property, and all proceeds thereof, free and clear of all Encumbrances, other than Permitted Encumbrances;

WHEREAS, each capitalized term used but not otherwise defined in this Assignment has the meaning ascribed to it in the APA;

WHEREAS, as required in the APA, Assignor hereby desires to deliver, and transfer to Assignee, its entire worldwide right, title and interest in, to and under all Intellectual Property owned or purported to be owned by Assignor and used in the Business, including, without limitation, as set forth in Exhibit A attached hereto (the "Assigned IP");

WHEREAS, pursuant to the APA, Assignee is the successor in interest to the entire business to which the trademarks and trademark applications included in the Assigned IP pertain, including all goodwill associated therewith, which such business is ongoing and existing; and

WHEREAS, Assignee desires to acquire the Assigned IP from Assignor.

NOW, THEREFORE, for good and valuable consideration, including the consideration to be paid pursuant to the APA, the sufficiency and receipt of which is hereby acknowledged:

Hickory
AT
3/4/2023

1. Assignor represents to Assignee that a complete and accurate list of all registered and issued Assigned IP and applications for registrations included in the Assigned IP is set forth on Exhibit A attached hereto.
2. Assignor hereby irrevocably sells, conveys, assigns and transfers to Assignee, effective as of the date hereof, its entire worldwide legal, equitable, and beneficial right, title and interest in, to and under the Assigned IP, together with any and all goodwill connected with or symbolized by the Assigned IP, free and clear of all Encumbrances, other than Permitted Encumbrances, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its respective entire right, title and interest therein, including, without limitation, all rights in and to all fees, income, royalties, damages and payments now or hereafter due or payable with respect thereto, any and all claims and causes of action (whether in law or in equity) with respect thereto, and the right to sue, counterclaim, and recover for past, present and future infringement, misappropriation, dilution or other violation of the rights assigned or to be assigned under this Assignment.
3. Assignor shall, on the date hereof, transfer to Assignee control and registration of all domain names included in the Assigned IP and control of the associated hosting accounts.
4. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned IP. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the choice of law principles thereof.
5. Upon Assignee's request and at Assignee's expense, Assignor will execute additional documents and take other actions as may be necessary or desirable to record or memorialize the assignments of the Assigned IP set forth herein, and to vest and perfect in Assignee such right, title, and interest in and to the Assigned IP as sold, assigned and transferred to Assignee hereunder.
6. Assignor and Assignee hereby authorize and request the officials of the United States Copyright Office and the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Assignee as assignee and owner of the entire right, title and interest in, to and under the Assigned IP.
7. No waiver, modification or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.
8. This Assignment may be executed with counterpart signature pages or in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or

other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the date first written above.

As Assignor:

BLUE RIDGE MOLDING, LLC

By: Randall J. Bergman
Name: Randall Bergman
Title: President

VON DREHLE HICKORY, LLC

By: Randall J. Bergman
Name: Randall Bergman
Title: President

VON DREHLE CORDOVA, LLC

By: Randall J. Bergman
Name: Randall Bergman
Title: President

VON DREHLE FARM, LLC

By: Randall J. Bergman
Name: Randall Bergman
Title: President

VON DREHLE MAIDEN, LLC

By: Randall J. Bergman
Name: Randall Bergman
Title: President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 008197 FRAME: 0347

VON DREHLE NATCHEZ, LLC

By: Randall J. Bergman
Name: Randall Bergman
Title: President

VON DREHLE TENNESSEE, LLC

By: Randall J. Bergman
Name: Randall Bergman
Title: President

VON DREHLE PROPERTIES, LLC

By: Randall J. Bergman
Name: Randall Bergman
Title: President

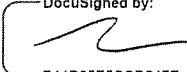
VON DREHLE CORPORATION, ~~LLC~~

By: Randall J. Bergman
Name: Randall Bergman
Title: President

AT
3/14/2023

As Assignee:

MARCAL HICKORY LLC

By:  DocuSigned by:
B44D05E5CCD947E...
Name: Matt Goodling
Title: Chief Financial Officer &
Secretary

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

EXHIBIT A

REGISTRATIONS AND APPLICATIONS FOR REGISTRATION OF ASSIGNED IP

(i)

Patent Registrations

U.S. Patents

#	Owner	Jurisdiction	Patent Name	Registration/Application Number
1.	Von Drehle Corporation	U.S.	Paper towel dispenser with roll holder and rotating plug assembly	Appl. No. 14/850,278 Patent No. 10,172,501
2.	Von Drehle Corporation	U.S.	Bath tissue dispenser roll hub	Appl. No. 16/720,703 Patent No. 11,179,012
3.	Von Drehle Corporation	U.S.	Bath tissue dispenser roll hub	Appl. No. 17/503,807 Publ. No. 20220031128
4.	Von Drehle Corporation	U.S.	Dual Roll, Center Pull, Paper Toweling Dispenser	Appl. No. 08/954,350 Patent No. 6,089,499
5.	Von Drehle Corporation	U.S.	Dispenser	Appl. No. 09/475,500 Patent No. 7,025,301
6.	Von Drehle Corporation	U.S.	Dispenser with Cam Controlled Blades	Appl. No. 11/351,597 Patent No. 7,111,805
7.	Von Drehle Corporation	U.S.	Bath tissue dispenser roll hub	Appl. No. 17/503,807 Patent No. 11,510,530

Trademark Registrations

#	Owner	Jurisdiction	Trademark Name	App. No.	Reg. No.
1.	Von Drehle Corporation	U.S.	CLEAR THE DECK	90587675	6816298
2.	Von Drehle Corporation	U.S.	SMART-CORE	88914414	6210758
3.	Von Drehle Corporation	U.S.	TRANSCEND	88818956	6343004
4.	Von Drehle Corporation	U.S.	MOISTURE-LUX	88819049	6343006
5.	Von Drehle Corporation	U.S.	KNOCK IT OFF	88819117	6343007
6.	Von Drehle Corporation	U.S.	TRANSCEND	87728697	5651116
7.	Von Drehle Corporation	U.S.	BLUE MIST	86698255	4922304
8.	Von Drehle Corporation	U.S.	HARBOR	86359156	4774215
9.	Von Drehle Corporation	U.S.	HARBOR ACCENTS	86359179	4774216
10.	Von Drehle Corporation	U.S.	ELEGANCE	85851548	4465035
11.	Von Drehle Corporation	U.S.	PORTA-ROLL	78676056	3112014

#	Owner	Jurisdiction	Trademark Name	App. No.	Reg. No.
12.	Von Drehle Corporation	U.S.	VONDREHLE	78676142	3112015
13.	Von Drehle Corporation	U.S.	ROTO-ROLL	78675664	3114233
14.	Von Drehle Corporation	U.S.	PRECIOUS	75421902	2310425
15.	Von Drehle Corporation	U.S.	BLUE WATER & Design Blue Water	73462850	1307012
16.	Von Drehle Corporation	U.S.	FEATHER SOFT & Design Feather Soft	73462851	1307013
17.	Von Drehle Corporation	U.S.	PRESERVE	72405404	952698

Copyright Registrations

None

Domain Name Registrations¹

Domain Names:

¹ Note: The parties to this Assignment acknowledge that registrations for domain names colour27.com, jonesvondrehle.com, pemcoserviceinc.com, smooohyart.com and snowycreekequestrian.com are expressly excluded from this assignment.

#	Domain Name	Reg. Date	Exp. Date	Registrant Name / Organization	Registrar
1.	blueridgemolding.com	7/13/2012	7/13/2024		Network Solutions, LLC
2.	colour27.com	2/20/2015	2/20/2023		GoDaddy.com, LLC
3.	jonesvondrehle.com	1/4/2008	1/4/2024		Network Solutions, LLC
4.	pencoSERVICEINC.COM	2/22/2012	2/22/2023		Tucows Domains Inc.
5.	smooshyart.com	10/4/2016	10/4/2022		GoDaddy.com, LLC
6.	snowycreekequestrian.com	3/21/2018	3/21/2023		Network Solutions, LLC
7.	vondrehle.com	9/30/1997	9/29/2026		Network Solutions, LLC

(ii)

Patent Pending Applications

U.S. Patents

None.

Trademark Pending Applications

#	Owner	Jurisdiction	Trademark Name	App. No.	Reg. No.
1.	Von Drehle Corporation	U.S.	HARBOR	90587510	
2.	Von Drehle Corporation	U.S.	HARBOR MIST	90587593	

#	Owner	Jurisdiction	Trademark Name	App. No.	Reg. No.
3.	Von Drehle Corporation	U.S.	TRANSCEND	90535688	

Copyright Pending Applications

None.