

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM868676

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mativ Holdings, Inc.		11/29/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SWM Holdings US, LLC		
Street Address:	100 Kimball Place, Suite 600		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30009		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3680501	ALGINEX	
Serial Number:	97290933	BOTANI	
Registration Number:	2284464		
Registration Number:	4505638	ENGINEERED FOR TOMORROW	
Registration Number:	4505639	ENGINEERED FOR TOMORROW	
Registration Number:	4511056	ENGINEERED FOR TOMORROW	
Registration Number:	7095033	EVOLUTE	
Registration Number:	4068780	FLAXSTALK	
Registration Number:	5933667	FORTREX	
Registration Number:	5232835	GLUCIGEN	
Registration Number:	5658069	INFUZE	
Registration Number:	5675835	LEAFLAB	
Registration Number:	6413159	NEXFILL	
Registration Number:	5807374	ONE FIBER	
Registration Number:	5807375	ONE FIBER	
Registration Number:	5612796	ONEFIBER	
Registration Number:	4505636	SWM	
Registration Number:	4505637	SWM	
Registration Number:	4044223	SWM	

CH \$515.00 3680501

Property Type	Number	Word Mark
Registration Number:	4107692	SWM

CORRESPONDENCE DATA

Fax Number: 4049626588

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: 404-885-3330

Email: trademarks@troutman.com

Correspondent Name: Michael D. Hobbs, Jr., Esq.

Address Line 1: 600 Peachtree Street NE, Suite 3000

Address Line 4: Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	SWM HOLDINGS US, LLC
NAME OF SUBMITTER:	Shannon Falloon
SIGNATURE:	/shannon falloon/
DATE SIGNED:	01/17/2024

Total Attachments: 10

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment”) is made and entered as of November 29, 2023 (the “Effective Date”), by and between Mativ Holdings, Inc., a Delaware corporation (“Mativ”), and SWM Holdings US, LLC, a Delaware limited liability company (“US Newco”). Each of Mativ and US Newco are referred to herein individually as a “Party” and collectively as the “Parties.” Capitalized terms used but not defined herein have the meaning specified (including by reference) in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, pursuant to the Purchase Agreement, dated August 1, 2023, by and between Evergreen Hill Enterprise Pte. Ltd. (“Buyer”) and Mativ (the “Purchase Agreement”), Mativ agreed to sell and assign, or to cause the Sellers to sell and assign, to Buyer, and Buyer has agreed to purchase from the Sellers, Equity Interests of the Companies (including US Newco), upon the terms, and subject to the conditions, set forth in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Mativ desires to contribute, convey, assign, transfer and deliver to US Newco, all of Mativ’s right, title and interest in, to and under all of the Trademarks owned by Mativ that are included in the Transferred Assets, including the Trademarks listed in **Attachment 1** hereto, together with all goodwill of any business associated therewith, and all applications, registrations and renewals in connection therewith (the “Assigned Trademarks”), and US Newco desires to acquire all such right, title and interest in, to and under such Assigned Trademarks.

WHEREAS, the Parties desire to have this Trademark Assignment filed and recorded with the United States Patent and Trademark Office (the “USPTO”) or the corresponding agencies in any applicable foreign jurisdiction regarding the assignment of the Assigned Trademarks.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each Party hereto hereby agrees as follows:

1. **Assignment.** Mativ, on behalf of itself and its Affiliates, hereby irrevocably contributes, conveys, assigns, transfers and delivers to US Newco, and US Newco hereby accepts, any and all right, title and interest of Mativ and its Affiliates in, to and under the Assigned Trademarks, including (a) all goodwill associated therewith; (b) all income, royalties, profits, and damages related thereto; (c) the right, if any, to register, prosecute, maintain and defend the Assigned Trademarks before any public or private agency or registrar; (d) the right to bring all claims, actions, litigation and proceedings (collectively, “Actions”), defend against Actions, sue for and otherwise recover damages or other compensation for past, present or future infringements, dilutions, misappropriations, or other violations of the Assigned Trademarks, including the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and

other violations; and (e) the right to fully and entirely stand in the place of Mativ and its Affiliates in all matters related thereto (all of the foregoing, collectively, the “Assigned Rights”).

2. **Representation and Warranty.** Mativ, on behalf of itself and its Affiliates, represents and warrants that it has the full power and authority to make the assignments of the Assigned Rights as set forth in this Trademark Assignment.

3. **Assistance.** Mativ agrees that, at any time and from time to time, without further consideration, it will (or will cause its Affiliates to) promptly execute and deliver all further instruments and documents and take all further actions reasonably requested by US Newco (and at US Newco’s sole expense) to perfect, protect, secure or more fully evidence US Newco’s and its successors or assignees’ respective right, title and interest in, to and under the Assigned Rights, or to enable US Newco or such successors or assignees (or any agent or designee of any of the foregoing) to exercise or enforce any of their respective rights hereunder, including reasonable cooperation and assistance in the prosecution or defense of any Action that may arise in connection with any of the rights assigned hereby and filing or recordation of this Trademark Assignment with any intellectual property office or registrar, or any other forms of assignment to record evidence of the transfer of the Assigned Rights in any jurisdiction anywhere throughout the world. In the event that Mativ or any applicable Affiliate fails to execute any such instrument or document or take any such action, Mativ (on behalf of itself and its Affiliates) hereby designates US Newco as Mativ's and its applicable Affiliates' agent, and hereby grants US Newco a power of attorney with full power of substitution for the purpose of executing such instruments or documents or taking such actions.

4. **Recordation.** The Parties hereby authorize and request the officials of the USPTO, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record this Trademark Assignment and register US Newco as assignee and owner of all right, title and interest in, to and under the Assigned Trademarks.

5. **Binding Effect; Amendment and Waiver.** The provisions of this Trademark Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Any provision of this Trademark Assignment may be amended or waived if, and only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by both Parties, or in the case of a waiver, by the Party against whom the waiver is to be effective.

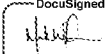
6. **Governing Law and Jurisdiction.** This Trademark Assignment, and any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Trademark Assignment or the transactions contemplated hereby, shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to the conflicts of law rules of such state.

7. **Counterparts.** This Trademark Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

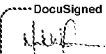
[Signature page follows]

IN WITNESS WHEREOF, the Parties, through their authorized representatives, have caused this Trademark Assignment to be duly executed and delivered as of the Effective Date.

MATIV HOLDINGS, INC.

By:  DocuSigned by:
Name: Mark Johnson
Title: Chief Legal Officer

SWM HOLDINGS US, LLC

By:  DocuSigned by:
Name: Mark Johnson
Title: Chief Legal Officer

[Signature Page to Trademark Assignment Agreement]

Attachment 1

Assigned Trademarks

Trademark	Jurisdiction	Status	Application #	Date Filed	Registration #	Registration Date
ALGINEX	Australia	Registered	1234899	04/11/2008	1234899	08/18/2008
ALGINEX	Canada	Registered	1,372,331	11/15/2007	TMA742198	06/18/2009
ALGINEX	European Union	Registered	006827588	04/11/2008	006827588	02/13/2009
ALGINEX	United Kingdom	Registered	UK00906827588	04/11/2008	UK00906827588	02/13/2009
ALGINEX	Japan	Registered	2008-027891	04/10/2008	5200106	01/23/2009
ALGINEX	New Zealand	Registered	787576	11/01/2007	787576	10/16/2008
ALGINEX	Russian Federation	Registered	2008712818	04/24/2008	394753	11/27/2009
ALGINEX	United States of America	Registered	77/319,261	11/01/2007	3680501	09/08/2009
ALGINEX	South Africa	Registered	2008/08078	04/10/2008	2008/08078	08/10/2010
BOTANI	United States of America	Pending	97290933	03/02/2022		

Trademark	Jurisdiction	Status	Application #	Date Filed	Registration #	Registration Date
CARBONRICH	Canada	Registered	769,201	07/21/1994	TMA553165	10/31/2001
ENGINEERED FOR TOMORROW	Canada	Registered	1,536,578	07/20/2011	TMA882314	07/17/2014
ENGINEERED FOR TOMORROW	China	Registered	9455187	05/12/2011	9455187	05/28/2012
ENGINEERED FOR TOMORROW	China	Registered	9455188	05/12/2011	9455188	05/28/2012
ENGINEERED FOR TOMORROW	China	Registered	9504809	05/24/2011	9504809	09/14/2012
ENGINEERED FOR TOMORROW	European Union	Registered	010142198	07/21/2011	010142198	12/27/2011
ENGINEERED FOR TOMORROW	United Kingdom	Registered	UK00910142198	07/21/2011	UK00910142198	12/27/2011

Trademark	Jurisdiction	Status	Application #	Date Filed	Registration #	Registration Date
ENGINEERED FOR TOMORROW	Indonesia	Registered	D0002011028434	08/25/2011	IDM000391873	07/15/2013
ENGINEERED FOR TOMORROW	Japan	Registered	2011-050724	07/19/2011	5464280	01/20/2012
ENGINEERED FOR TOMORROW	Philippines	Registered	42011008387	07/18/2011	8387	07/10/2014
ENGINEERED FOR TOMORROW	United States of America	Registered	85/223,534	01/21/2011	4505638	04/01/2014
ENGINEERED FOR TOMORROW	United States of America	Registered	85/223,563	01/21/2011	4505639	04/01/2014
ENGINEERED FOR TOMORROW	United States of America	Registered	85/223,580	01/21/2011	4511056	04/08/2014
EVOLUTE	United States of America	Allowed	97/316,698	03/17/2022		

Trademark	Jurisdiction	Status	Application #	Date Filed	Registration #	Registration Date
FLAXSTALK	United States of America	Registered	85/041,791	05/18/2010	4068780	12/06/2011
FORTREX	United States of America	Registered	88/170,628	10/26/2018	5933667	12/10/2019
GLUCIGEN	United States of America	Registered	86/081,239	10/02/2013	5232835	06/27/2017
InFuze	United States of America	Registered	87/355,552	02/03/2017	5658069	01/15/2019
LEAFLAB	United States of America	Registered	87/355,560	02/03/2017	5675835	02/12/2019
NEXFILL	United States of America	Registered	90/203,258	09/23/2020	6,413,159	07/06/2021
One Fiber	United States of America	Registered	87/443,951	05/10/2017	5,807,374	07/16/2019
Onefiber	United States of America	Registered	87/443,731	05/10/2017	5,612,796	11/20/2018
Onefiber	United States of America	Registered	87/443,957	05/10/2017	5807375	07/16/2019
S DESIGN	Canada	Registered	0,796,541	11/03/1995	TMAA482668	09/19/1997

Trademark	Jurisdiction	Status	Application #	Date Filed	Registration #	Registration Date
SCHWEITZER	China	Registered	225264	04/30/1985	225264	04/30/1995
SWM	Canada	Registered	1,536,580	07/20/2011	TMA882316	07/17/2014
SWM	Switzerland	Registered	58429/2011	07/20/2011	623070	11/25/2011
SWM	European Union	Registered	010141794	07/21/2011	010141794	12/22/2011
SWM	European Union	Registered	010141984	07/21/2011	010141984	12/22/2011
SWM	United Kingdom	Registered	UK00910141794	07/21/2011	UK00910141794	12/22/2011
SWM	United Kingdom	Registered	UK00910141984	07/21/2011	UK00910141984	12/22/2011
SWM	Indonesia	Registered	D002011028435	08/25/2011	IDM000391874	07/15/2013
SWM	Japan	Registered	2011-050723	07/19/2011	5464279	01/20/2012
SWM	Republic of Korea	Registered	2011-40-0039431	07/20/2011	40-0927134	07/11/2012
SWM	Republic of Korea	Registered	40-2011-0039432	07/20/2011	40-0933375	09/06/2012
SWM	Norway	Registered	201108197	07/18/2011	262898	12/07/2011
SWM	Philippines	Registered	42011008388	07/18/2011	8388	07/10/2014
SWM	Turkey	Registered	2011/59789	07/19/2011	2011 59789	07/31/2014

Trademark	Jurisdiction	Status	Application #	Date Filed	Registration #	Registration Date
SWM	South Africa	Registered	2011/17270	07/15/2011	2011/17270	04/09/2013
SWM	South Africa	Registered	2011/17271	07/15/2011	2011/17271	04/09/2013
SWM	United States of America	Registered	85/223,510	01/21/2011	4107692	03/06/2012
SWM	United States of America	Registered	85/223,449	01/21/2011	4044223	10/25/2011
SWM	United States of America	Registered	85/223,359	01/21/2011	4505637	04/01/2014
SWM	United States of America	Registered	85223510	1/21/2011	4107692	3/6/2012
SWM	United States of America	Registered	85223449	1/21/2011	4044223	10/25/2011
Design	United States of America	Registered	75332725	7/29/1997	2284464	10/12/1999
SWM	United States of America	Registered	85/223,319	01/21/2011	4505636	04/01/2014
TEA PAPER	European Union	Registered	012582581	02/10/2014	012582581	07/16/2014
TEA PAPER	United Kingdom	Registered	UK00912582581	02/10/2014	UK00912582581	07/16/2014

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