# 1437345

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI1119

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL			
SEQUENCE:	2			

#### **CONVEYING PARTY DATA**

Name	Name Formerly		Entity Type
BRPP, LLC		01/08/2024	Limited Liability Company: NORTH CAROLINA

#### **RECEIVING PARTY DATA**

Company Name:	Blue Ridge Paper Products LLC		
Street Address:	1900 West Field Court		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	Limited Liability Company: DELAWARE		

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark			
Registration Number:	1437345	VITASAVER			
Registration Number:	2506840	RAPIER			

#### **CORRESPONDENCE DATA**

Fax Number: 2122592522

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: 2124082522

Email: Suzanne.Hengl@BakerBotts.com,alina.orban@bakerbotts.com

**Correspondent Name:** Suzanne M. Hengl Address Line 1: 30 ROCKEFELLER PLZ

Address Line 2: 44th Floor

Address Line 4: NEW YORK, NEW YORK 10112

NAME OF SUBMITTER: ALINA ORBAN	
SIGNATURE: ALINA ORBAN	
DATE SIGNED:	02/05/2024

#### **Total Attachments: 4**

source=1 IP Assignment Agreement 1-8-24#page1.tif source=1 IP Assignment Agreement 1-8-24#page2.tif

> TRADEMARK REEL: 008336 FRAME: 0796

source=1 IP Assignment Agreement 1-8-24#page3.tif source=1 IP Assignment Agreement 1-8-24#page4.tif

TRADEMARK REEL: 008336 FRAME: 0797

#### ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment is effective as of January 8, 2024 (the "Effective Time").

WHEREAS, BRPP, LLC, a North Carolina limited liability company (the "<u>Assignor</u>"), having an office for the transaction of business at 1900 West Field Court, Lake Forest, Illinois 60045, is an owner of Intellectual Property Rights as defined in that certain Agreement and Plan of Merger of even date herewith (the "<u>Merger Agreement</u>");

WHEREAS, Blue Ridge Paper Products LLC (the "Assignee"), having an office for the transaction of business at 1900 West Field Court, Lake Forest, Illinois 60045, wishes to acquire the Assignor's entire right, title and interest in and to such Intellectual Property Rights, including (i) such patents and patent applications as set forth in Schedule 1 of Exhibit A, and any patents issuing therefrom and any and all continuations, divisions, continuations-in-part, extensions, substitutions, reissues and reexaminations thereof throughout the world, as well as all right and title in and to all inventions and improvements associated therewith (the "Patents"), and (ii) such trademarks and applications for registration as set forth in Schedule 2 of Exhibit A, in all forms, together with all the goodwill of the business associated therewith or symbolized thereby (the "Marks").

NOW THEREFORE, and further to the Merger Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

The Assignor hereby sells, assigns, transfers to the Assignee, its successors and assigns, and the Assignee hereby purchases, acquires and accepts from the Assignor, the entire right, title and interest in and to the Patents, including all associated invention(s), and any and all improvements thereon, and in and to any applications for Letters Patent and any Letters Patent of the United States which may be issued on any of said applications; and any continuations, continuations-in-part, divisions, extensions, prolongations, substitutions, reissues and reexaminations thereof; and in and to any and all applications for Letters Patent filed in foreign countries for said invention(s) or improvements including all priority rights, and any and all Letters Patent which may be granted in foreign countries therefore; including the right to sue under any said Letters Patent and applications for infringement which may have occurred prior to and/or following the date of this Assignment;

The Assignor hereby sells, assigns, conveys and transfers to the Assignee, and the Assignee hereby purchases, acquires and accepts from the Assignor, all of the Assignor's rights, title and interest in and to the Marks hereto and all liabilities appurtenant thereto, together with the goodwill of the business symbolized by the Marks, the same to be held and enjoyed by the Assignee, for its own use and enjoyment, as the same would have been held and enjoyed by the Assignor if this assignment had not been made; including, but not limited to, the Assignor's right to enforce the Marks against any and all past and current infringement, unfair competition, dilution, and/or any violation of the rights in and to the Marks (including, without limitation, the right to sue for and collect damages caused by any such violation) which may have occurred prior to and/or following the date of this Assignment;

The Assignor, for the considerations aforesaid, does hereby covenant and agree to and with the Assignee, its successors and assigns, that it has the full power to make this assignment, and that pursuant to the Merger Agreement, the Assignee, its successors and assigns, shall have all right, title and interest to procure or make, execute, and deliver any and all other instruments in writing and any and all further application papers, affidavits, assignments or other documents as needed to secure to and vest in the Assignee, its successors and assigns, the whole right, title and interest in and to the Patents and Marks, including all associated invention(s), improvements, Letters Patents, and applications therefor, and all

TRADEMARK
REEL: 008336 FRAME: 0798

rights, title, benefits, privileges and advantages hereby assigned, transferred and conveyed or intended so to be throughout the world.

The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and of all foreign countries to issue any Letters Patent granted for said inventions, whether on said applications or on any subsequently filed division, continuation, continuation-in-part or reissue application, to the Assignee, its successors and assigns, as the assignee of its entire interest in said inventions.

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

**ASSIGNOR** 

BRPP, LLC

By:

Name: Arif Ahmed Title: Vice President

ASSIGNEE

BLUE RIDGE PAPER PRODUCTS LLC

By:

Name: Arif Ahmed Title: Vice President

STATE OF ILLINOIS COUNTY OF LAKE

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2024,

AHMED

carbone Meer

MARLENE METER GORSHON **Notary Name** 

Notary Public's Signature MAY 14, 2024 My Commission Expires

OFFICIAL SEAL
MARLENE MEIER GERSHON
Notary Public, State of Illinois
Commission No. 894733
My Commission Expires May 14, 2027

# Exhibit A

# List of Registered IP

### Schedule 1 - PATENTS

Patent No.	Application No.	Filing Date	Country	Title
CA2525036C	CA2525036A	2004-05-07	CA	NYLON BARRIER BOARD STRUCTURE   STRUCTURE EN CARTON AVEC COUCHE D'ARRET EN NYLON
CA2658284C	CA2658284A	2007-07-20	CA	GABLE TOP CONTAINER WITH PERFORATED OPENING ARRANGEMENT   CONTENEUR A FERMETURE PIGNON AVEC ARRANGEMENT D'OUVERTURE PERFORE
DE602004030558D1	DE602004030558T	2004-05-07	DE	KARTON-LAMINAT MIT BARRIERELAGE AUS POLYAMID
ES2355974T3	ES04751607T	2004-05-07	ES	ESTRUCTURA DE CARTON CON BARRERA DE NYLON.
US7628314B2	<u>US49510506A</u>	2006-07-28	US	Gable top container with perforated opening arrangement
EP1620259B1	EP04751607A	2004-05-07	ЕР	NYLON BARRIER BOARD STRUCTURE   KARTON- LAMINAT MIT BARRIERELAGE AUS POLYAMID   STRUCTURE EN CARTON AVEC COUCHE D'ARRET EN NYLON

-3-

**REEL: 008336 FRAME: 0800** 

EP2049408B1	EP07810634A	2007-07-20	EP	GABLE TOP CONTAINER WITH PERFORATED OPENING ARRANGEMENT   BEHÄLTER MIT GIEBELENDE UND PERFORIERTER ÖFFNUNGSANORDNUNG   CONTENEUR A FERMETURE PIGNON AVEC ARRANGEMENT D'OUVERTURE PERFORE
MX2009001031A	MX2009001031A	2009-01-27	MX	GABLE TOP CONTAINER WITH PERFORATED OPENING ARRANGEMENT.   ENVASE CON TAPA DE GABLETE QUE TIENE UN ARREGLO DE ABERTURA.

## Schedule 2 - MARKS

Registration No.	Application No.	Filing Date	Country	Trademark Name	Mark Type	Classes
2506840	76198266	22-Jan- 2001	US	RAPIER	Trademark	16 Int.
1437345	73/607919	07-Jul- 1986	US	VITASAVER	Trademark	20 Int.