

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355816

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shaughnessy-Kniep-Hawe Paper Company		09/18/2015	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	Midland Paper Company		
Street Address:	101 E. Palatine Rd.		
City:	Wheeling		
State/Country:	ILLINOIS		
Postal Code:	60090		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3000997	SHAUGHNESSY	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<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>			
Phone:	312 558-6352		
Email:	mfoy@winston.com		
Correspondent Name:	Michelle C. Foy, Winston & Strawn LLP		
Address Line 1:	35 W. Wacker Drive		
Address Line 2:	Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	24756/52		
NAME OF SUBMITTER:	Michelle C. Foy		
SIGNATURE:	/Michelle C. Foy/		
DATE SIGNED:	09/22/2015		
Total Attachments: 4			
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CH \$40.00 3000997

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is dated as of this 18th day of September, 2015, by and among Shaughnessy-Kniep-Hawe Paper Company, a Missouri corporation ("Assignor"), and Midland Paper Company, an Illinois corporation ("Assignee").

WHEREAS, Assignor owns the intangible assets related to Assignor's distribution of paper, packaging and commercial printing supplies (the "Business") identified on the attached Schedule A (hereinafter the "Intellectual Property");

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of August 31, 2015 by and among Assignor, Assignee and the other parties thereto, Assignor agrees to assign, transfer and convey all of its respective rights, title and interests in and to the Intellectual Property; and

WHEREAS, Assignee is desirous of acquiring the Intellectual Property and all of Assignor's rights therein, including the goodwill of the Business associated therewith, as well as all common-law rights and all federal registrations and applications identified on Schedule A attached hereto and made a part hereof.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers and assigns to Assignee all of Assignor's rights, title and interests in and to the Intellectual Property, all associated common-law rights, all federal registrations and applications identified on Schedule A, together with the goodwill of the Business symbolized thereby.

Assignor further assigns to Assignee all rights to sue for and receive all damages occurring from past infringing uses of the Intellectual Property.

Assignor agrees that at any time and from time to time after the date hereof, at the reasonable request of Assignee and without further consideration, Assignor shall execute and deliver such other instruments and take such action as Assignee may reasonably request to transfer, convey and assign to Assignee, and to confirm Assignee's rights, title and interests in and to the Intellectual Property and to assist Assignee in exercising all rights with respect thereto.

Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any Person, other than the parties to this Assignment, any rights, obligations, claims, liabilities or remedies.

This Assignment shall bind and inure to Assignee and Assignor and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

[signature page follows]

IN WITNESS WHEREOF, the Assignor has duly executed this Intellectual Property Assignment as of the date first written above.

ASSIGNOR

SHAUGHNESSY-KNIEP-HAWE PAPER COMPANY,
ST. LOUIS PAPER COMPANY DIVISION

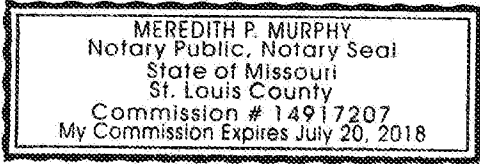
By: Richard W. Kniep
Name: Richard W. Kniep
Title: Vice Chairman and Secretary

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

On this 15th day of September, 2015 before me, a Notary Public, personally appeared Richard W. Kniep to me known and known to me to be the person of that name, who, being duly sworn, did state and acknowledge on his oath that he is the Vice Chairman and Secretary of Shaughnessy-Kniep-Hawe Paper Company who signed the foregoing instrument and acknowledged the same to be his free act and deed.

[Signature]
Notary Public

July 20, 2018
My Commission Expires



[Signature page to Intellectual Property Assignment Agreement]

Acknowledged and Agreed:

ASSIGNEE

MIDLAND PAPER COMPANY

By: 

Name: Ralph DeLetto

Title: Executive Vice President, Chief Financial Officer,
and Secretary

[Signature page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 005627 FRAME: 0657

SCHEDULE A

Intellectual Property:

Registered Trademarks:

Country	Mark	Serial Number	Registration No.	Registration Dt.	Registered Owner
U.S.A	SHAUGHNESSY	78-356,648	3,000,997	9/27/2005	Shaughnessy-Kniep-Hawe Paper Company

Unregistered Proprietary Rights:

Indel-Davis
Wade Paper
myskh.com
myskh.info
shaughnessygraphics.com
shaughnessysign.com
shop4paper.com
skhbox.com
skhgraphics.com
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wadepaper.com