

11/18/2019

Form PTO-1594 (Rev. 6-12)
OMB Collection 0651-0027 (exp. 04/30/2018)



PARTMENT OF COMMERCE
Patent and Trademark Office

RECORD
TRAC

103680948

11-18-19

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

PACOM Corporation

- Individual(s)
- Partnership
- Corporation- State: WISCONSIN
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 10/7/2019

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Superior Paper Specialties Int'l. LLC

Street Address: 2050 S. STEWART DRIVE

City: CHANDLER

State: ARIZONA

Country: USA Zip: 85286

Individual(s) Citizenship

Association Citizenship

Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship ARIZONA

Other LLC Citizenship ARIZONA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

2,850,392 3,338,000 3,310,590

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Superior Seamless superior seamless (stylized) Superior Specialties (stylized)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: MARK OGDEN

Internal Address:

Street Address:

780 S. FREEMAN RD

City: TUCSON

State: ARIZONA Zip: 85743

Phone Number: 520-370-8982

Docket Number: 9161D.1A - D.1C

Email Address: MARK.ODGEN@YOHAN.COM

6. Total number of applications and registrations involved:

3 (E)

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$150.00

(RF 60.00)

Authorized to be charged to deposit account

Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature:

Mark Ogden
Signature

11/14/2019
Date

MARK OGDEN
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Agreement”) is made as of October 7, 2019 by and between Pacon Corporation, a Wisconsin corporation (“Assignor”), and Superior Paper Specialties, LLC, an Arizona limited liability company (“Assignee”) (Assignor and Assignee individually, a “Party” and collectively, the “Parties”).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of July 25, 2019; and

WHEREAS, Assignee desires to purchase from Assignor, and Assignor desires to sell, assign, convey and transfer to Assignee, all of Assignor’s right, title and interest in and to the Assigned Marks (as defined herein).

NOW THEREFORE, pursuant to the Purchase Agreement and for the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment:** Assignor hereby irrevocably transfers and assigns to Assignee and Assignee hereby accepts and assumes from Assignor, all of Assignor’s right, title and interest to:
 - a) The trademarks identified in Schedule A hereto;
 - b) Any other trademark, service mark, tradename, domain name or other source identifier that contains the name “Superior Specialties”;
 - c) Any registration or application for registration of any of the foregoing of the trademarks identified in Schedule A hereto;
 - d) Any goodwill associated with any of the foregoing (collectively, the “Assigned Marks”).
2. **Cooperation:** The Parties shall and shall cause their employees, affiliates, successors, and assigns to execute all documents and take all additional steps reasonably necessary to affect the intent of this Agreement. Assignor shall communicate to Assignee the names, addresses, and phone numbers of any and all third-party attorneys associated with the Assigned Marks.
3. **General Provisions:** This Agreement together with the Schedule A and the Purchase Agreement, constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the Parties with respect thereto. This Agreement may not be supplemented, altered, or modified in any manner except by writing signed by the Parties. The failure of a Party to enforce any term or provision of this Agreement shall not result in the waiver of such Party of any of its rights under such term or provision. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall remain valid and enforceable as if the Agreement did not contain the invalid or unenforceable provision. Nothing contained in this Agreement will be deemed to supersede, enlarge, diminish or otherwise modify any of the obligations, agreements, covenants, representations or warranties of the Parties contained in the Purchase Agreement. To the extent of

any conflict between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail and control.

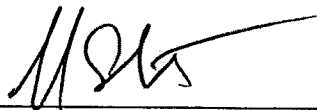
4. **Governing Law:** This Agreement shall be subject to and governed by the laws of the State of Arizona without regard to the conflict of law rules of such State.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this TRADEMARK ASSIGNMENT AGREEMENT as of the date first written above.

ASSIGNOR:

PACON CORPORATION



By: James J. Schmitz
Its: President and Chief Executive Officer

ASSIGNEE:

SUPERIOR PAPER SPECIALTIES, LLC

By:
Its:

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK
REEL: 006801 FRAME: 0278**

IN WITNESS WHEREOF, the parties have executed this TRADEMARK ASSIGNMENT AGREEMENT as of the date first written above.

ASSIGNOR:

PACON CORPORATION

By:
Its:

ASSIGNEE:

**SUPERIOR PAPER SPECIALTIES,
LLC**

Rich Reiser

By: *[Signature]*
Its: *COO*

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK
REEL: 006801 FRAME: 0279**

SCHEDULE A

ASSIGNED MARKS

UNITED STATES REGISTERED MARKS

<u>Mark</u>	<u>Registration Number</u>	<u>Date of Registration</u>
"Superior Seamless"	2,850,392	6/08/2004
"Superior Seamless" (Stylized)	3,338,000	11/20/2007
"Superior Specialties" (Stylized)	3,310,590	10/16/2007

JAPANESE REGISTERED MARKS

<u>Mark</u>	<u>Registration Number</u>	<u>Date of Registration</u>
"Superior Seamless" (Stylized)	6,102,869	11/30/2018

CHINESE REGISTERED MARKS

<u>Mark</u>	<u>Registration Number</u>	<u>Date of Registration</u>
"Superior Seamless" (Stylized)	6,456,684	3/21/2011
"Superior Specialties" (Stylized)	6,456,681	12/28/2010

STATE REGISTERED MARKS

<u>Mark</u>	<u>Registration Number</u>	<u>Date of Registration</u>	<u>State of Registration</u>
"Superior Specialties"	20141441235	01/15/2014	Wisconsin



United States Patent and Trademark Office

Office of the Chief Financial Officer

Document Code:WFEE

User :77667

Sale Accounting Date:11/19/2019

Sale Item Reference Number
2850392

Effective Date
11/18/2019

Document Number	Fee Code	Fee Code Description	Amount Paid	Payment Method
I2019AI905598738	8521	RECORDING TRADEMARK ASSIGNMENT PER DOC	\$40.00	Check
I2019AI905598738	8522	FOR SECOND & SUBSEQUENT MARKS SAME DOC	\$50.00	Check