

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478309

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Appvion, Inc.	FORMERLY Appleton Papers Inc.	06/13/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Appvion Operations, Inc.
Street Address:	825 E. Wisconsin Avenue
City:	Appleton
State/Country:	WISCONSIN
Postal Code:	54912-0353
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	2879977	ALPHA
Registration Number:	2730105	APPLETON
Registration Number:	2774509	APPLETON COATED
Registration Number:	4460189	APPLETON DIGITAL
Registration Number:	4491748	APPVION
Registration Number:	4561380	A APPVION
Registration Number:	4615819	A APPVION
Registration Number:	1989113	DOCUCHECK
Registration Number:	2037533	DOCUCHECK
Registration Number:	2155258	DOCUCHECK BASIC
Registration Number:	3169940	DOCUCHECK GHOST
Registration Number:	5229014	DOCUCHECK
Registration Number:	2155259	DOCUCHECK WATERMARK
Registration Number:	2933082	DOCUMARK
Registration Number:	2556953	ECARBONLESS
Registration Number:	2787242	HEATSAFE
Registration Number:	2602692	IMPEDE
Registration Number:	2987512	INSTANT REPLAY
Registration Number:	1587789	INTEGRA

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4994740	KABOOM!
Registration Number:	3476165	LINEMARK
Registration Number:	2960835	MONDIAL MARK
Registration Number:	5277729	OPTIMA
Registration Number:	5356314	OPTIMA
Registration Number:	4792095	PERMACHECK
Registration Number:	1542493	POLYTHERM
Registration Number:	2425100	POS PLUS
Registration Number:	2772409	PRESSPRO
Registration Number:	1665465	RECOVER
Registration Number:	2960163	RÉSISTE
Registration Number:	1856253	SECURATHERM
Registration Number:	2757017	TECHMARK
Registration Number:	3131845	THERMART
Registration Number:	2137772	TONERFUSE
Registration Number:	4999987	TRIUMPH
Registration Number:	5249481	TRIUMPH
Serial Number:	87668176	TRIUMPH DIGITAL MEDIA
Serial Number:	87868978	TRIUMPH DIGITAL THERMAL MEDIA
Registration Number:	2051395	WAVEX
Registration Number:	2802815	WHAT IDEAS CAN DO
Registration Number:	1743930	XERO/FORM
Serial Number:	87683887	CHROMA
Registration Number:	5343000	DUAL

CORRESPONDENCE DATA

Fax Number: 9498236994

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: 949-823-6900

Email: toslovar@omm.com

Correspondent Name: Tom Oslovar

Address Line 1: O'Melveny & Myers LLP

Address Line 2: 610 Newport Center Drive, 17th Floor

Address Line 4: Newport Beach, CALIFORNIA 92660

ATTORNEY DOCKET NUMBER:	0281800-00054
NAME OF SUBMITTER:	Alexandra C. Echery
SIGNATURE:	/ace/
DATE SIGNED:	06/15/2018

Total Attachments: 7

source=Trademark Assignment - Appvion Inc. to Appvion Operations Inc. #page1.tif

source=Trademark Assignment - Appvion Inc. to Appvion Operations Inc. #page2.tif

source=Trademark Assignment - Appvion Inc. to Appvion Operations Inc. #page3.tif

source=Trademark Assignment - Appvion Inc. to Appvion Operations Inc. #page4.tif

source=Trademark Assignment - Appvion Inc. to Appvion Operations Inc. #page5.tif

source=Trademark Assignment - Appvion Inc. to Appvion Operations Inc. #page6.tif

source=Trademark Assignment - Appvion Inc. to Appvion Operations Inc. #page7.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into on this 13th day of June, 2018 (the “**Effective Date**”) by and between Appvion Operations, Inc. (“**Assignee**”), with an address of 400 S. Hope St. Ste. 1050, Los Angeles, CA 90071, and Appvion, Inc. (“**Assignor**”), with an address of 825 East Wisconsin Ave., Appleton, WI 54911, formerly known as Appleton Papers Inc.

WHEREAS, Assignor is the owner of record of, or has ownership rights in and to, the registered trademarks and trademark applications set forth on Schedule 1 attached hereto (collectively, the “**Assigned Trademarks**”), and Assignor desires to transfer to Assignee all right, title, and interest in and to the Assigned Trademarks; and

WHEREAS, Assignee desires to accept such assignment for the Assigned Trademarks from Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment.** Assignor hereby irrevocably assigns, transfers, and conveys to Assignee its entire right, title, and interest in and to the Assigned Trademarks, together with all goodwill appurtenant thereto. To the extent any intent-to-use applications are included in the Assigned Trademarks, such intent-to-use applications are being assigned as part of the entire business or portion thereof to which the mark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. 1060. The foregoing assignment includes all claims, actions, rights, and demands to the extent arising from the Assigned Trademarks, whether choate or inchoate, known or unknown, contingent or non-contingent, including, without limitation, causes of action to sue for past, current, or future infringement, dilution, misappropriation, or violation thereof and other enforcement rights, including, without limitation, the right to collect and retain all proceeds and damages therefrom.

2. **Recordation.** Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Assigned Trademarks registered in the corresponding jurisdiction.

3. **General.** Any provision in this Assignment which is illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof. This Assignment may not be amended except by execution and delivery of an instrument in writing signed by officers of the parties hereto. This Assignment shall be governed and construed in accordance with the laws of the State of Delaware (without giving reference to the principles of conflicts of law). This Assignment may be executed in any number of counterparts, all of which, taken together, shall constitute one document. Counterparts of this Assignment (or applicable signature pages hereof) that are manually signed and delivered by facsimile or other electronic transmission shall be deemed to constitute signed original counterparts hereof and shall bind the parties signing and delivering in such manner.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have caused this to be executed and delivered as of the date first above written.

ASSIGNEE:

APPVION OPERATIONS, INC.

By: [Signature]
Name: Lawrence Perkins
Title: President

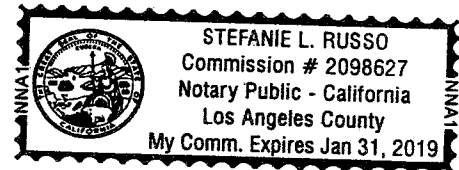
STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 12 day of JUNE, 2018, before me, STEFANIE L. RUSSO, Notary Public, personally appeared LAWRENCE R. PERKINS, who proved to me on the basis of satisfactory evidence to be the PERSON whose NAME IS subscribed to the within instrument and acknowledged to me that _____ executed the same in HIS authorized CAPACITY, and that by HIS signatures on the instrument the PERSON, or the entity upon behalf of which the PERSON acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

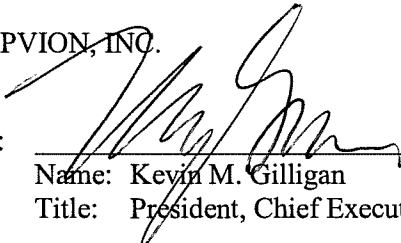
[Signature]
Notary Public



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

ASSIGNOR:

APPVION, INC.

By: 
Name: Kevin M. Gilligan
Title: President, Chief Executive Officer

STATE OF WISCONSIN)
) ss.
COUNTY OF Outagamie)

This document was signed before me
by Kevin M. Gilligan, on this 6-11-18 (date)

WITNESS my hand and official seal.


Notary Public

SCHEDULE 1

ASSIGNED TRADEMARKS

No.	Application/Registration Date	Jurisdiction	Recorded Owner	Mark	Application or Registration Number
1.	August 31, 2004	United States of America	Appvion, Inc.	Alpha	2879977
2.	June 24, 2003	United States of America	Appvion, Inc.	Appleton (New Design)	2730105
3.	October 21, 2003	United States of America	Appvion, Inc.	Appleton Coated	2774509
4.	December 31, 2013	United States of America	Appvion, Inc.	Appleton Digital (stylized)	4460189
5.	March 4, 2014	United States of America	Appvion, Inc.	Appvion	4491748
6.	July 1, 2014	United States of America	Appvion, Inc.	A Appvion (and design)	4561380
7.	October 7, 2014	United States of America	Appvion, Inc.	A Appvion (and design)	4615819
8.	July 23, 1996	United States of America	Appvion, Inc.	Docucheck	1989113
9.	February 11, 1997	United States of America	Appvion, Inc.	Dochucheck & Design	2037533
10.	May 5, 1998	United States of America	Appvion, Inc.	Docucheck Basic	2155258
11.	November 7, 2006	United States of America	Appvion, Inc.	Docucheck Ghost	3169940
12.	June 20, 2017	United States of America	Appvion, Inc.	Docucheck Logo	5229014
13.	May 5, 1998	United States of America	Appvion, Inc.	Docucheck Watermark	2155259
14.	March 15, 2005	United States of America	Appvion, Inc.	Documark	2933082
15.	April 2, 2002	United States of America	Appvion, Inc.	Ecarbonless	2556953
16.	November 25, 2003	United States of America	Appvion, Inc.	Heatsafe	2787242
17.	July 30, 2002	United States of America	Appvion, Inc.	Impede	2602692
18.	August 23, 2005	United States of America	Appvion, Inc.	Instant Replay	2987512
19.	March 20, 1990	United States of America	Appvion, Inc.	Integra	1587789
20.	July 5, 2016	United States of America	Appvion, Inc.	Kaboom!	4994740

No.	Application/Registration Date	Jurisdiction	Recorded Owner	Mark	Application or Registration Number
21.	2008-07	United States of America	Appvion, Inc.	Linemark	3476165
22.	June 7, 2005	United States of America	Appvion, Inc.	Mondial Mark	2960835
23.	August 29, 2017	United States of America	Appvion, Inc.	Optima (3 rd Filing)	5277729
24.	December 12, 2017	United States of America	Appvion, Inc.	Optima (4 th Filing)	5356314
25.	August 11, 2015	United States of America	Appvion, Inc.	Permacheck	4792095
26.	June 6, 1989	United States of America	Appvion, Inc.	Polytherm	1542493
27.	January 30, 2001	United States of America	Appvion, Inc.	POS Plus	2425100
28.	October 7, 2003	United States of America	Appvion, Inc.	Presspro	2772409
29.	November 19, 1991	United States of America	Appvion, Inc.	Recover (for Carbonless)	1665465
30.	June 7, 2005	United States of America	Appvion, Inc.	Resiste	2960163
31.	September 27, 1994	United States of America	Appvion, Inc.	Securatherm	1856253
32.	August 26, 2003	United States of America	Appvion, Inc.	Techmark	2757017
33.	August 22, 2006	United States of America	Appvion, Inc.	Thermart	3131845
34.	February 17, 1998	United States of America	Appvion, Inc.	Tonerfuse	2137772
35.	July 12, 2016	United States of America	Appvion, Inc.	Triumph	4999987
36.	July 25, 2017	United States of America	Appvion, Inc.	Triumph	5249481
37.	November 1, 2017	United States of America	Appvion, Inc.	Triumph Digital Media	87/668176
38.	April 9, 2018	United States of America	Appvion, Inc.	Triumph Digital Thermal Media	87/868978
39.	April 8, 1997	United States of America	Appvion, Inc.	Wavex	2051395
40.	January 6, 2004	United States of America	Appvion, Inc.	What Ideas Can Do	2802815
41.	December 29, 1992	United States of America	Appvion, Inc.	Xero/Form	1743930
42.	November 14, 2017	United States of America	Appvion, Inc.	Chroma	87/683,887

No.	Application/Registration Date	Jurisdiction	Recorded Owner	Mark	Application or Registration Number
43.	11-2017	United States of America	Appvion, Inc.	Dual	5343000
44.	1983-04	Canada	Appvion, Inc.	A & Design	TMA278517
45.	2016-04	Canada	Appvion, Inc.	A Appvion & Design	1619090 TMA933618
46.	2016-04	Canada	Appvion, Inc.	A Appvion & Design	1619092 TMA933606
47.	2008-02	Canada	Appvion, Inc.	Alpha	TMA708538
48.	2003-09	Canada	Appvion, Inc.	Appleton & Design	TMA590745
49.	2015-06	Canada	Appvion, Inc.	Appvion	1578123 TMA905988
50.	2003-01	Canada	Appvion, Inc.	Avario	TMA574529
51.	1995-09	Canada	Appvion, Inc.	Docucheck	TMA448158
52.	2006-09	Canada	Appvion, Inc.	Documark	TMA672876
53.	2008-09	Canada	Appvion, Inc.	Dual	TMA724832
54.	2002-11	Canada	Appvion, Inc.	Ecarbonless	TMA571217
55.	1995-09	Canada	Appvion, Inc.	Ecoguard	TMA448140
56.	2006-04	Canada	Appvion, Inc.	Heatsafe	TMA662589
57.	2003-05	Canada	Appvion, Inc.	Impede	TMA582421
58.	1991-04	Canada	Appvion, Inc.	Integra	TMA382908
59.	2016-02	Canada	Appvion, Inc.	Kaboom!	TMA953788
60.	2006-11	Canada	Appvion, Inc.	Mondial Mark	TMA676916
61.	1990-11	Canada	Appvion, Inc.	Polytherm	TMA376340
62.	05-2005	Canada	Appvion, Inc.	Presspro	TMA640405
63.	03-1991	Canada	Appvion, Inc.	Recover	TMA382479
64.	02-1994	Canada	Appvion, Inc.	Recover	TMA423562
65.	08-2006	Canada	Appvion, Inc.	Resiste	TMA671309

No.	Application/Registration Date	Jurisdiction	Recorded Owner	Mark	Application or Registration Number
66.	06-1994	Canada	Appvion, Inc.	Securatherm	TMA429202
67.	11-2004	Canada	Appvion, Inc.	Stylized Swirl Design	TMA625551
68.	08-2010	Canada	Appvion, Inc.	Techmark	TMA775850
69.	07-2005	Canada	Appvion, Inc.	Thermart	TMA6444332
70.	09-2017	Canada	Appvion, Inc.	Triumph	TMA979931
71.	03-2017	Canada	Appvion, Inc.	Triumph	1,827,295
72.	04-2018	Canada	Appvion, Inc.	Triumph Digital Media	1,896,344
73.	01-1999	Canada	Appvion, Inc.	Wavex	TMA506297
74.	09-2005	Canada	Appvion, Inc.	What Ideas Can Do	TMA647628
75.	06-1994	Canada	Appvion, Inc.	Xero/Form	TMA428904
76.	04-2018	Mexico	Appvion, Inc.	Triumph Digital Media	USPTO Ref. No. A0075414 (Mexican App. No. to be assigned)