

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNMENT
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CONVEYING PARTY DATA

Name	Execution Date
GL&V Management Hungary Kft, Luxembourg branch	08/02/2007

RECEIVING PARTY DATA

Name:	GLV Finance Hungary Kft, Luxembourg branch
Street Address:	6, Parc d'Activites Syrdall
City:	Munsbach
State/Country:	LUXEMBOURG
Postal Code:	L-5365

PROPERTY NUMBERS Total: 20

Property Type	Number
Patent Number:	6402894
Patent Number:	6631810
Patent Number:	6668600
Patent Number:	6306259
Patent Number:	6521094
Patent Number:	7252739
Patent Number:	5934318
Patent Number:	6096170
Patent Number:	6059323
Patent Number:	6347883
Patent Number:	6659635
Patent Number:	6341888
Patent Number:	7374637
Patent Number:	7077931
Patent Number:	5954066

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Patent Number:	6007680
Patent Number:	6221208
Patent Number:	6391152
Patent Number:	6841036
Patent Number:	6808596

CORRESPONDENCE DATA

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Email: loretta.bogaard@glv.com
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Address Line 1: 4255 Lake Park Blvd
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Address Line 4: Salt Lake City, UTAH 84120-8201

ATTORNEY DOCKET NUMBER:	804 US PATENTS TO GLV FIN
NAME OF SUBMITTER:	Loretta Bogaard

Total Attachments: 8
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ASSIGNMENT AGREEMENT OF TRADE-MARK AND PATENT APPLICATIONS AND REGISTRATIONS

by and between

GL&V Management Hungary Kft., acting through its Luxembourg branch, having a place of business located at 1, Rue Des Glacis, L-1628, Luxembourg, herein acting and represented by two of its duly authorized Managing Directors and by its Luxembourg branch Manager, as assignor (hereinafter referred to as: **Assignor**)

and

GLV Finance Hungary Kft., having its head office located at the Hermina Towers, Hermina ut. 17. IV Floor, H-1146, Budapest, Hungary and having a place of business located at 6, Parc d'Activités Syrdall, L-5365 Munsbach, Luxembourg, herein acting and represented by one of its duly authorized Managing Directors, as assignee (hereinafter referred to as: **Assignee**)

– each of Assignor and Assignee may be hereinafter referred to as a "Party" and together as the "Parties" –

under the following conditions:

WHEREAS

1. Parties establish that according to the present legal situation, the Assignor is the owner of the trade-mark registrations and trade-mark applications referred to in **Schedule A** entitled "*Trade-Marks*" (hereinafter collectively the "*Trade-marks*").
2. Parties establish that according to the present legal situation, the Assignor is the owner of the patents and patent applications referred to in **Schedule B** entitled "*Patents*" (hereinafter collectively the "*Patents*")
3. Assignor and Assignee intend to conclude the present Assignment Agreement of Trade-Mark and Patent Applications and Registrations (the "**Agreement**") in order to assign the Trade-marks and Patents to the Assignee.

IT IS AGREED as follows:

1. DEFINITIONS

Words and expressions used in this Agreement (including the above recitals) shall have the following meanings, unless the context requires otherwise:

"Trade-marks" shall include all Assignor's ownership rights (registered and unregistered) associated with or related to the registered trade-marks and trade-mark applications listed in Schedule A to this Agreement (including any and all goodwill associated with the trade-marks and trade-mark applications) as well as the exclusive and unrestricted right to pursue registration of any of the aforesaid trade-mark applications in the relevant territories and in the relevant jurisdictions.

"Patents" shall include all Assignor's ownership rights associated with or related to the patents and/or patent applications listed in Schedule B to this Agreement as well as the exclusive and unrestricted right to pursue registration of any of the aforesaid patent applications in the relevant territories and in the relevant jurisdictions.

"Transaction Effective Time" means August 2, 2007 at 1:00 PMEST.

2. ASSIGNMENT OF THE TRADE-MARKS AND THE PATENTS

2.1 In exchange for the Consideration defined in clause 3.1, Assignor irrevocably transfers and assigns to Assignee as of the Transaction Effective Time:

- (a) the Trade-marks and the Patents along with all Assignor's associated know-how and with all rights, title, interest and obligations connected therewith;
- (b) the right to prosecute and obtain registration of the relevant trade-mark application listed in **Schedule A or B** of this Agreement (the "**Applications**");
- (c) all rights to institute and maintain proceedings for trade-mark or patent infringement against any person who before, on or after the date of this Agreement infringes rights given by the Trade-marks and/or the Patents or by any rights arising in relation to the Applications. Assignor agrees and undertakes to provide Assignee at Assignee's expense commercially reasonable with all such assistance with any proceedings which may be brought by or against Assignee against or by any third party in relation to the Trade-marks and the Patents.
- (d) all other rights, title and interest whether in equity or at law of Assignor in the Trade-marks, the Patents and the Applications.

2.2 Assignee by means of the signing of this Agreement hereby accepts the assignment relating to the ownership of the Trade-marks and the Patents.

2.3 Except as specified herein, to the extent it appears that any of the Trade-marks or Patents (including but not limited to the right to register the Applications) is not transferred and assigned to Assignee, Assignee shall be deemed as granted with the free, sole, exclusive, unrestricted, irrevocable and freely transferable license of the use of the respective Trade-mark and Patent until the transfer and assignment of the respective Trade-mark and/or Patent is finally effected and registered by the competent authorities.

3. CONSIDERATION

3.1 Parties agree that the consideration for the assignment of the Trade-marks, the Patents and the Applications is, in the aggregate, an amount equal to €43,463,678, equivalent to CAN\$62,826,747 (hereinafter referred to as the "**Consideration**") which shall be paid by Assignee to Assignor on the Transaction Effective Time by the issuance of a demand promissory note denominated of CAN\$62,826,747 ("**HungaryCo Note 6**").

3.2 Assignor acknowledges and agrees that payment of the Consideration by Assignee to Assignor in accordance with clause 3.1 above is in full and final satisfaction of all the payment obligations of Assignee under this Agreement

4. UNDERTAKINGS

- 4.1 Parties declare that in case of any refusal, cancellation or opposition proceeding with respect to any of the Trade-marks or any of the Patents or any of the Applications occurring after the date of the signature of the present Agreement (with the exception in relation to the registration of Assignee's ownership of the Trade-marks and the Patents), neither the Consideration nor any part of it shall be refunded to Assignee by Assignor; all these possible actions shall be considered as the risk of Assignee. Consequently, Assignor is not liable for any possible refusal, cancellation or opposition proceeding against the Trade-marks or the Patents or the Applications occurring after the date of the signature of the present Agreement. If the pending registration of the Application fails for any reason or as a result of a third party objection, Assignor shall make commercially reasonable endeavours and efforts to provide sufficient support and assistance to Assignee, at Assignee's expenses, in Assignee's related dispute and/or litigation procedure.
- 4.2 Parties agree that Assignee is entitled to have its full, exclusive and unrestricted ownership on the Trade-marks and the Patents registered by the competent authorities without any further consent or authorization from the side of Assignor.
- 4.3 Assignor undertakes to sign any declaration, consent or any additional agreement and must do all things and provide any information reasonably necessary following execution of this Agreement, in order to enable Assignee to have Assignee's sole, exclusive and unrestricted ownership registered over the Trade-marks and the Patents recorded by the competent authorities and organizations and to give full effect to this Agreement. Assignor undertakes to execute any documents, paper form or electronic declarations that have been prepared by Assignee and that are reasonably necessary or advisable for the purpose of recording the assignment of the Trade-marks and the Patents before the relevant authorities and organizations. Assignor hereby irrevocably appoints Assignee and each of its directors and attorneys severally as and to be the attorney for Assignor to do anything and execute any document which Assignor is required to do or execute pursuant to or in connection with this Agreement and in order to effect the registration of its ownership by the competent authorities and which Assignor has failed to do or execute within seven (7) days of the notification of such failure to Assignor from Assignee. This power of attorney is granted to secure the performance of Assignor's obligations under this Agreement only. The costs of such additional documents and/or information shall be covered by Assignee.
- 4.4 Assignee acknowledges that following the registration of Assignee's ownership relating to the Trade-marks and the Patents it is Assignee's responsibility and liability to pay all the costs and fees occurring with respect to the maintenance and the protection of the Trade-marks and the Patents (including but not limited to renewal fees, opposition fees).

5. NO REPRESENTATION AND WARRANTY

The Assignor makes no representation or warranty (whether express or implied) whatsoever in connection with the Patents, Trade-marks or Applications, whether with respect to the title of ownership or with respect to fitness for a particular purpose or otherwise, and the Assignee acknowledges that the Assignment contemplated herein is being effected on an "as is, where is" basis and at the risk of the Assignee.

6. GOVERNING LAW, JURISDICTION

The Parties agree that with respect to any dispute, controversy or claim, whether existing or future, arising out of, in connection with or under this Agreement, including any question regarding its interpretation, existence, validity or termination, the laws of the Province of Québec and federal laws of Canada applicable therein without regard to its conflicts of law doctrine shall be applicable and any such dispute shall be referred to and finally resolved by the courts of competent jurisdiction of the Province of Quebec in the judicial district of Montreal and agree that all proceedings and pleadings shall be conducted in the English language.

7. SAFEGUARD CLAUSE

Should any clause in this Agreement be declared null and void, it is agreed that the rest of its clauses shall remain valid.

8. ENUREMENT

This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective representatives, successors and assigns.

9. THIRD PARTY BENEFICIARIES

The Parties intend that this Agreement shall not benefit or create any right or cause of action in favour of, any person other than the Parties and their respective successors and permitted assigns and no person, other than the Parties, shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding (including arbitral and administrative proceedings), hearing or other forum.

10. RECITALS AND SCHEDULES

The Recitals to this Agreement and the Schedules attached to this Agreement form an integral part hereof.

11. AMENDMENTS

This Agreement may only be amended, restated, supplemented, have any of its provisions waived or be otherwise modified, in whole or in part, pursuant to a written instrument executed by each of the Assignor and Assignee.

12. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

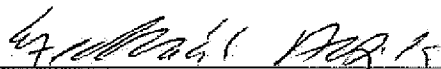
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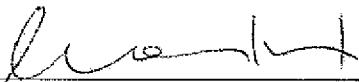
IN WITNESS WHEREOF, this Agreement is signed by the Parties in duplicate in the margin of all of its pages.

**GL&V MANAGEMENT HUNGARY
KFT., LUXEMBOURG BRANCH**

GLV FINANCE HUNGARY KFT.

Per: 
Attila Szedmák, Managing Director

Per: 
Attila Szedmák, Managing Director

Per: 
Ildikó Lempenger, Managing Director

Per: _____
Olivier Dorier, Luxembourg branch Manager

Per: _____
**Olivier Dorier, Luxembourg branch
Manager**

Invention Title	Country	GL&V Ref. No.	Sub Case	Appl No. / Patent No.	Status	Expiration Date
PULP & PAPER						
Hydrocyclone unit and method for separating a fibre pulp suspension containing relatively heavy contaminants (US appl title: Separation of Fibre Pulp Suspension Containing Relatively Heavy Contaminants)	United States	514-00118		11/125,250	Pending	10-May-2025
Method for Dewatering Sludges	United States	514-00121		5,827,432	Granted	23-Aug-2015
Sealing Device and Sleeve and Holding Element for Such	United States	804-40001		7,147,230	Granted	17-Sep-2022
Sealing Arrangement for Pulp Dewatering Arrangement	United States	804-40004		6,402,894	Granted	9-Aug-2020
Replaceable Wearing Surface for a Sealing Arrangement	United States	804-40005		6,604,743	Granted	26-Jun-2020
Sealing Arrangement for a Pulp Dewatering Arrangement	United States	804-40006		6,631,810	Granted	7-Jun-2020
Distribution Device for a Device for Dewatering Pulp	United States	804-40007		6,668,600	Granted	30-May-2020
Device for the Treatment of a Fibrous Suspension	United States	804-40008		6,306,259	Granted	20-Jan-2020
Device for the Treatment of a Fibrous Suspension	United States	804-40008	CON	6,521,094	Granted	20-Jun-2020
Device for Distributing Cellulose Pulp of Low and Medium Consistency in Order to Form a Uniform Pulp Web	United States	804-40009		7,252,739	Granted	18-Nov-2024
Rotating Screen Drum with a Stainless Lining	United States	804-40010		5,480,546	Granted	5-Apr-2014
Apparatus for Fluidizing, Degassing and Pumping a Suspension of Fibrous Cellulose Material	United States	804-40012		5,039,320	Granted	3-Oct-2009
Apparatus for Fluidizing, Degassing and Pumping a Suspension of Fibrous Cellulose Material	United States	804-40012	CON	5,209,641	Granted	13-Aug-2011
Pump for Pumping Fibrous Pulp Suspensions	United States	804-40013		5,615,997	Granted	20-Nov-2015
Suspension Pump with Built-In Variably Eccentric Liquid Ring Pump	United States	804-40015		5,366,347	Granted	16-Dec-2011
Valve System	United States	804-40016		5,934,318	Granted	22-Jun-2015
Arrangement for Spreading Paper Pulp in a Container	United States	804-40019		5,698,079	Granted	16-Dec-2014
Photo Radiation Intensity Sensor and Calibration Method Thereof/Optical Radiation Intensity Sensor	United States	804-40020		5,688,369	Granted	18-Nov-2014
Pressurized Peroxide Bleaching Vessel Having a Rotatable Scraper Arm and Cleaning Device	United States	804-40021		6,096,170	Granted	30-Apr-2017
Device and Method Withdrawing Cellulose Pulp from a Container	United States	804-40022		10/596,075	Published	23-Dec-2023
Quick Cone	United States	804-40023		6,371,526	Granted	2-Aug-2020
Pipe Attachment	United States	804-40024		6,418,963	Granted	21-Jul-2019
Expansion Unit for Piping Adjustment	United States	804-40025		6,059,323	Granted	28-Jul-2015
Apparatus for Adding a First Fluid into a Second Fluid with Means to Prevent Clogging	United States	804-40026		6,347,883	Granted	26-Jan-2020
Method for Introducing a First Fluid into a Second Fluid, Preferably Introduction of Steam into Flowing Cellulose Pulp	United States	804-40027		6,659,635	Granted	18-Nov-2022
Apparatus for Introduction of a First Fluid into a Second Fluid (JetMixer design)	United States	804-40028		6,341,888	Granted	2-Oct-2018
Apparatus for Mixing a First Fluid into a Second Fluid	United States	804-40029		5,685,342	Granted	12-May-2015

Invention Title	Country	GL&V Ref. No.	Sub Case	Appl No. / Patent No.	Status	Expiration Date
PULP & PAPER						
Apparatus for Mixing a First Fluid into a Second Fluid Using a Wedge-Shaped, Turbulence-Inducing Flow Restriction in the Mixing Zone	United States	804-40030		5,556,200	Granted	28-Apr-2015
Method for Converting a Tower for Cellulose Pulp and the Tower Itself	United States	804-40032		10/301,044	Published	
Method and Bleaching Line with a Main Conduit for Wash Liquor/Method for Washing Pulp in a Bleaching Line and a Bleaching Line/Method for Washing Pulp in a Bleaching Line (K Ref. No. 0301)	United States	804-40035	3	11/280,915	Published	
Method and Bleaching Line with a Main Conduit for Wash Liquor/Method for Washing Pulp in a Bleaching Line and a Bleaching Line/Method for Washing Pulp in a Bleaching Line (K Ref. No. 0301)	United States	804-40035		7,077,931	Granted	16-Sep-2024
Method and Device for Handling Cellulose Pulp (K Ref. No. 0403)	United States	804-40036	1	10/599,092	Pending	
Method and Device for Handling Cellulose Pulp (K Ref. No. 0403)	United States	804-40036		11/099,144	Published	
Method for Pressurized Peroxide Bleaching/Method for Controlling Chemical Reaction/Apparatus for Safely Conducting Pressurized Peroxide Bleaching (K Ref. No. 9450)	United States	804-40037	1	5,954,066	Granted	15-Jun-2019
Method for Pressurized Peroxide Bleaching/Method for Controlling Chemical Reaction/Apparatus for Safely Conducting Pressurized Peroxide Bleaching (K Ref. No. 9450)	United States	804-40037	2	6,007,680	Granted	12-Jan-2019
Method for Pressurized Peroxide Bleaching/Method for Controlling Chemical Reaction/Apparatus for Safely Conducting Pressurized Peroxide Bleaching (K Ref. No. 9450)	United States	804-40037		5,858,170	Granted	12-Jan-2016
Method for Heating and Pressuring a Fibre Pulp Suspension During Transportation to a Bleaching Reactor (K Ref. No. 9559)	United States	804-40038		6,221,208	Granted	4-Mar-2016
Method and Apparatus for Removing Gas from a Fibre-Liquid Suspension (K Ref. No. 9302)	United States	804-40039		5,876,560	Granted	2-Mar-2016
Method and System for Controlling the Addition of Oxygen Gas and Alkali During Oxygen Gas Delignification (K Ref. No. 0309)	United States	804-40040		10/567,322	Published	
Method and Arrangement for Oxygen Delignification of Cellulose Pulp (K Ref. No. 0306)	United States	804-40041		7,156,952	Granted	25-Nov-2024
System for the Oxygen Delignification of Pulp Consisting of Lignocellulose-Containing Material (K Ref. No. 0004/0005/9948)	United States	804-40042	1	6,391,152	Granted	4-Jul-2020
System for the Oxygen Delignification of Pulp Consisting of Lignocellulose-Containing Material (K Ref. No. 0004/0005/9948)	United States	804-40042	2	6,841,036	Granted	21-May-2022
System for the Oxygen Delignification of Pulp Consisting of Lignocellulose-Containing Material (K Ref. No. 0004/0005/9948)	United States	804-40042		6,808,596	Granted	6-Jul-2020
Process for Peroxide Bleaching of Chemical Pulp in a Pressurized Bleach Vessel	United States	804-40043		5,571,377	Granted	18-Nov-2013
Process for Peroxide Bleaching of Chemical Pulp in a Pressurized Bleach Vessel	United States	804-40043	DIV	6,149,766	Granted	4-Nov-2016

Invention Title	Country	GL&V Ref. No.	Sub Case	Appl No. / Patent No.	Status	Expiration Date
PULP & PAPER						
A Method for Oxygen Delignification of Cellulose Pulp at High Pressure in Several Steps (K. Ref. No. 0410)	United States	804-40045		10/595,860	Pending	
Method for Oxygen Delignification of Cellulose Pulp by Mixing of Chemicals (K Ref. No. 0408)	United States	804-40046		10/595,839	Pending	
Reduction of Organically Bound Chlorine Formed in Chlorine Dioxide Bleaching (K Ref. No. 0121)	United States	804-40049		10/940,484	Published	
Method for Regulating the Manufacturing of Pulp by Optically Measuring the Amount of Hexenuronic Acid (K. Ref. No. 0002)	United States	804-40050		6,946,056	Granted	21-Apr-2022
Method of Reducing the Resin Content in Sulfite Pulp (K Ref. No. 9421)	United States	804-40059		5,605,604	Granted	14-Feb-2015
Method of Bleaching Pulp without using Chlorine Chemicals in a (QP)Z Bleaching Sequence (K Ref. No. 9391)	United States	804-40060		6,325,891	Granted	8-Jun-2021
Process for Bleaching Pulp with Adsorption of Metals (K Ref. No. 9263)	United States	804-40065		5,462,641	Granted	7-Jul-2013
Process for Bleaching Pulp with Adsorption of Metals (K Ref. No. 9263)	United States	804-40065	C	6,315,862	Granted	13-Nov-2018
Separation Device (K Ref. No. 9257)	United States	804-40068		5,904,753	Granted	23-Dec-2012
Separation Device (K Ref. No. 9257)	United States	804-40068	C	6,004,364	Granted	23-Dec-2012
Process for Preparing Kraft Pulp	United States	804-40069		5,183,535	Granted	19-Nov-2011
Batch Process for Preparing Kraft Pulp in a Batch Digesting Process	United States	804-40070		5,643,410	Granted	1-Jul-2014
Method for the Production of Precleaned Pulp	United States	804-40072		6,533,896	Granted	8-Jun-2020
Treatment of Cellulosic Material with a Chelating Agent Prior to Alkaline Delignification	United States	804-40073		6,413,367	Granted	27-Oct-2019
Batch Process for Producing Chemical Pulp by Removing and Reintroducing Calcium-containing Spent Liquor in the Digester	United States	804-40074		6,939,439	Granted	4-Oct-2020
Batch Process for Preparing Pulp	United States	804-40075		10/564,373	Published	
Production of Prehydrolyzed Pulp	United States	804-40076		5,589,033	Granted	13-May-2014
Hydrocyclone unit and method for separating a fibre pulp suspension containing relatively heavy contaminants (US appl title: Separation of Fibre Pulp Suspension Containing Relatively Heavy Contaminants)	WO	514-00118		06/118512	Published	National Stage filings due 10/29/2007 (BR, CA, IN, JP, KR, CN, EP)
passive noise absorber for steam heating of pulp' (0509)	WO	804-40034		SE2006/050350	Pending	National Stage filings due 3/29/2008
Method for Treatment of Bleached Chemical Pulp (K Ref. No. 0502)	WO	804-40056		06/091140	Published	National Stage filings due 8/24/2007
in-situ generation of Peroxid for a Paa-stage' (K Ref. No. 0601) A Process for the Manufacture of Peroxyacetic Acid and a Method to Bleach Chemical Pulp with Peroxyacetic Acid	WO	804-40057		SE2006/050607	Pending	National Stage filings due 7/4/2008