

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GL&V Management Hungary Kft., acting through its Luxembourg branch	08/02/2007
RECEIVING PARTY DATA	
Name:	GLV Finance Hungary Kft., acting through its Luxembourg branch
Street Address:	6, Parc d'Activites Syrdall
City:	Munsbach
State/Country:	LUXEMBOURG
Postal Code:	L-5365
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	6016989
Patent Number:	6161793
Patent Number:	6338451
Patent Number:	5575436
Patent Number:	RE37657
Patent Number:	5240198
Patent Number:	6588698
CORRESPONDENCE DATA	
Fax Number:	(801)931-3090
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	801-931-3151
Email:	loretta.bogaard@glv.com
Correspondent Name:	Loretta Bogaard
Address Line 1:	4255 Lake Park Blvd., Suite 100
Address Line 4:	Salt Lake City, UTAH 84120
ATTORNEY DOCKET NUMBER:	7 414-US PATS TO GLV FIN

PATENT

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NAME OF SUBMITTER:

Loretta Bogaard

Total Attachments: 9

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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

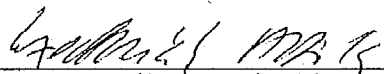
This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this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

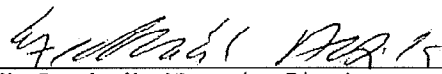
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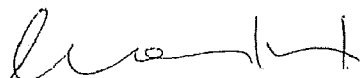
IN WITNESS WHEREOF, this Agreement is signed by the Parties in duplicate in the margin of all of its pages.

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

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 Lemperger, Managing Director

Per: _____
Olivier Dorier, Luxembourg branch Manager

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

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Schedule B - Patents

PULP & PAPER						
RIDER ROLL UNIT FOR WINDING MACHINES (Tension roller arrangement for reeling machines e.g. for paper - involves tension rollers, cross bar, support rollers, control arm and axles)	United States	414-00002		6,109,559	Granted	26-Oct-2018
METHOD AND WINDING DEVICE FOR WINDING WEBS (Winder machine for webs of paper or similar material - has handling appliance inserted into gap between two support rollers, with cutter blade and glue container)	United States	414-00003	A	5,639,045	Granted	24-Aug-2014
RIDER ROLLER ASSEMBLY (Loading roller arrangement for at least one roll of material such as paper - has pressure lifting or balancing appliances for loading rollers in double acting piston cylinder units)	United States	414-00004		6,076,762	Granted	6-May-2016
COMPACT RIDER ROLL WHEEL	United States	414-00008		6,209,818	Granted	25-Jan-2019
LOAD ROLL ARRANGEMENT	United States	414-00009		6,170,777	Granted	29-Jan-2019
Oxygen Delignification of Medium Consistency Pulp Slurry	United States	414-00010		6,162,324	Granted	14-Oct-2017
KRAFT DIGESTING PROCESS WHEREIN A VAPOR INTERFACE IS FORMED BY WITHDRAWING HOT COOKING LIQUOR	United States	414-00012		6,103,057	Granted	11-Jun-2017
APPARATUS FOR DIGESTING PULP IN A DISPLACEMENT BATCH DIGESTER THAT USES DISPLACEMENT LIQUOR HAVING A SUFFICIENT HYDROSTATIC HEAD	United States	414-00013		6,139,689	Granted	11-Jun-2017
FLUIDIZING DETRASHING IMPELLER	United States	414-00015		6,010,012	Granted	3-Nov-2017
AIR EVACUATION INSERT FOR WOOD CHIP DIGESTER	United States	414-00016		6,109,312	Granted	5-Mar-2019
PAPER WEB AUTOSPLICER	United States	414-00018		6,016,989	Granted	24-Aug-2018
PAPER UNWIND SPLICER FOR DRAWING FROM THE TOP OR BOTTOM OF A REEL	United States	414-00020		6,161,793	Granted	22-Jan-2019
TANGENTIAL DISCHARGE DISK REFINER	United States	414-00021		6,053,440	Granted	2-Mar-2019
TANGENTIAL DISCHARGE DISK REFINER	United States	414-00021	RE	RE39688	Granted	
CROSS CUTTING DEVICE FOR A WINDING MACHINES (METHOD & APPARATUS FOR EFFECTING A SET CHANCE IN A WINDER (CUT/CLAMP 2000)	United States	414-00022		6,338,451	Granted	9-Nov-2018
COMPLIANT COVERED ROLL OR DRUM (Winder for paper rolling - has adaptable noise reducing cover and cylindrical winder drum that is driven to support roll wound from continuous web)	United States	414-00023		5,575,436	Granted	19-May-2014

Schedule B - Patents

PULP & PAPER						
SUPPORT OR PRESSURE ROLL FOR A PAPER ROLL WINDER (Variable hardness support or pressure rolls for paper roll winders - comprises elastomeric roll covers cut in void patterns open to roll surfaces)	United States	414-00024	RE	RE37657	Granted	2-Sep-2018
Pulp slurry inlet slice assembly - having rotatable control bar means with flat relief surfaces and multiple grooved elements (CA title: AN INLET SLICE ASSEMBLY FOR A PULP SLURRY PROCESSING MACHINE)	United States	414-00025		5,456,804	Granted	22-Aug-2014
PAPER WEB WINDER HAVING TWO SUPPORT ROLLS WITH ELASTOMERIC COVERS OF DIFFERENT HARDNESS (Winding machine for winding pref. paper webs - has two support rollers with one subjected to highest total load having most elastically deformable casing)	United States	414-00026		5,758,842	Granted	2-Jun-2015
Pulp slurry filter appts. - comprises rotary vacuum screen drum contg. filtrate conduits having inlets radially offset w.r.t. outlets	United States	414-00027		5,281,343	Granted	20-Apr-2013
Pulp slurry screening appts. - comprises apertured screen cylinder housing rotor with axial foils inclined w.r.t. rotor axis	United States	414-00028		5,307,939	Granted	13-Jul-2012
ARTICULATED RIDER ROLL SYSTEM AND METHOD (Articulated rider roll system for nip load along paper roll - winds continuous web of material and applies pressure to roll wound in winder as function of roll diameter)	United States	414-00030		5,320,299	Granted	27-Jan-2012
Aq. slurry screening appts. which does not accumulate particles on flight - includes baffles which alter dynamic balance of forces upon through-going coarse particles	United States	414-00033		5,190,160	Granted	21-Aug-2011
APPARATUS FOR RECEIVING AND CUTTING A CONTINUOUS WEB (Winding appts. web cutter - comprises carriage with laser beam cutter and glue applicators traversing below web guide drum)	United States	414-00034		5,213,649	Granted	15-Oct-2010
COMPLIANT ROLLER FOR A WEB WINDING MACHINE (Paper roll winding roller - has an intermediate pliable layer between roller body and thin-walled running mantle)	United States	414-00035		5,240,198	Granted	29-Nov-2011
Throttling feed apertures for fibrous material slurries - use half-round feed aperture bar controlling flow from longitudinal exit slice, or cleaning fibre clumps	United States	414-00036		5,104,011	Granted	3-Aug-2010
Pulp press vat providing enhanced bottom access - has vat shell located adjacent two perforated rolls to provide enhanced bottom access	United States	414-00039		5,063,840	Granted	27-Jul-2010

Schedule B - Patents

PULP & PAPER						
APPARATUS TO DISPLACE A DIGESTER FROM BOTH ENDS	United States	414-00040	1	5,080,757	Granted	30-Oct-2009
APPARATUS TO DISPLACE A DIGESTER FROM BOTH ENDS	United States	414-00040		5,059,284	Granted	30-Oct-2009
DISPLACEMENT HEATING IN CONTINUOUS DIGESTERS	United States	414-00041		5,256,255	Granted	24-Mar-2012
SPREADER BAR APPARATUS (Spreader bar appts. for sepg. slit portions of paper web - uses compressed air directed through bars and porous layers to create air cushions)	United States	414-00042		4,925,080	Granted	13-Oct-2008
Filter Deck Assembly Sliding Seal (rotary drum filter has division grids supporting corrugated filtrate drainage sheets locating seals closing gaps between filter plates)	United States	414-00043		4,906,364	Granted	29-Dec-2008
	United States	414-00045		5,152,471	Granted	6-Oct-2009
Paper slurry pressure screening appts. - comprises cylindrical screen encompassing profiled rotor with forwardly-facing blunt edge USPatent title: High consistency pressure screen and method of separating accepts and rejects	United States	414-00046	1	4,981,583	Granted	1-Jan-2008
Paper slurry pressure screening appts. - comprises cylindrical screen encompassing profiled rotor with forwardly-facing blunt edge USPatent title: High consistency pressure screen and method of separating accepts and rejects	United States	414-00046	2	5,110,456	Granted	5-May-2009
Rotating Drum End Seal	United States	414-00052		4,821,536	Granted	22-Jun-2008
Supported Mesh Filter Leaf Bag With Embedded Rope Closure	United States	414-00053		4,865,732	Granted	17-Oct-2008
ANTI-REWET DECK FOR PRESS ROLLS	United States	414-00054		5,470,471	Granted	14-May-2013
CROSS BRACED VACUUM WASHER	United States	414-00055		5,480,545	Granted	3-Aug-2014
Screening Apparatus for Papermaking Pulp	United States	414-00056		5,497,886	Granted	15-Apr-2013
CHANNELING DAM FOR CENTRIFUGAL CLEANER	United States	414-00057		5,934,484	Granted	18-Apr-2017
Horizontal Twin Wire Machine with Vertically Adjustable Open Roll and Deflector Blade	United States	414-00100		4,875,977	Granted	15-Feb-2008
A WINDING MACHINE INCLUDING A FINGER SENSOR ADJACENT THE NIP FORMED BETWEEN A SUPPORT DRUM AND A WEB REEL	United States	414-00101		6,588,698	Granted	26-Nov-2021
SUPPLY OF WASHING LIQUID IN A FRACTIONATING MULTI-STAGE WASHER	United States	414-00102		6,461,473	Granted	23-Sep-2018
REFINER ROTOR ASSEMBLY WITH A HUB HAVING FLOW-THROUGH PORTS	United States	414-00103		7,188,792	Granted	5-Apr-2023
ROTOR WITH MULTIPLE FOILS FOR SCREENING APPARATUS FOR PAPERMAKING PULP	United States	414-00104		6,942,104	Granted	24-Sep-2023