

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4348424

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	WEYERHAEUSER NR COMPANY	12/01/2016
RECEIVING PARTY DATA		
Name:	INTERNATIONAL PAPER COMPANY	
Street Address:	6400 POPLAR AVENUE	
City:	MEMPHIS	
State/Country:	TENNESSEE	
Postal Code:	38197	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Application Number:	14320325
	Application Number:	14143093
CORRESPONDENCE DATA		
Fax Number:	(206)224-0779	
<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:	(206)682-8100	
Email:	efiling@cojk.com	
Correspondent Name:	JERALD E. NAGAE, ESQ.	
Address Line 1:	CHRISTENSEN O'CONNOR JOHNSON KINDNESS	
Address Line 2:	1201 THIRD AVENUE, SUITE 3600	
Address Line 4:	SEATTLE, WASHINGTON 98101-3029	
ATTORNEY DOCKET NUMBER:	INTP155896/55837	
NAME OF SUBMITTER:	JERALD E. NAGAE	
SIGNATURE:	/Jerald E. Nagae/	
DATE SIGNED:	03/31/2017	
Total Attachments: 15		
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PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "**Assignment**"), dated as of December 1, 2016, is made between Weyerhaeuser NR Company ("**Assignor**"), a Washington corporation, located at 33633 Weyerhaeuser Way South, Federal Way, Washington, 98003, United States of America, in favor of International Paper Company ("**Assignee**"), a New York corporation, located at 6400 Poplar Avenue, Memphis, Tennessee, 38197, United States of America, the purchaser of Assignor's cellulose fibers business (the "**Business**") pursuant to a Purchase Agreement between Assignee and Assignor, dated as of May 1, 2016 (as amended and restated on August 12, 2016, and as further amended, modified or supplemented from time to time in accordance with its terms, the "**Purchase Agreement**"). Unless otherwise indicated, capitalized terms used herein without definitions shall have the meanings specified in the Purchase Agreement.

W I T N E S S E T H:

WHEREAS, under the terms of the Purchase Agreement, Assignor has agreed to sell, transfer, assign and deliver to Assignee, among other assets, all rights, title and interest in the patents (including all provisionals, reissues, divisions, continuations, continuations-in-part, reexaminations and extensions thereof) and patent applications, together with any patent disclosures and inventions (whether or not reduced to practice), included as Transferred Intellectual Property (excluding the Transferred Intellectual Property related to northern bleached softwood kraft pulp), including as set forth in Schedule A (collectively, the "**Assigned Patents**");

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

SECTION 1. Assignment. Assignor hereby sells, transfers, assigns and delivers to Assignee, and Assignee hereby accepts the sale, transfer, assignment and delivery of, all of Assignor's right, title and interest in, to and under the Assigned Patents together with all the rights of enforcement and the rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements or other conflicts relating to the Assigned Patents, including, without limitation, the right to compromise, sue for and collect such profits and damages; all rights of priority resulting from the filing of the Assigned Patents, and all other rights, including common law rights, relating to the Assigned Patents, to the extent such rights exist or may exist in the future, each to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives as said rights would have been held and enjoyed by such Assignor had this assignment and sale not been made; provided, however, that this Assignment shall not constitute an assignment to the extent that, if it were to sell, transfer, assign or deliver an interest in and to the Assigned Patents, it would impair the subsequent lawful and effective execution and recordation of a necessary country-specific form of assignment.

SECTION 2. Recordation. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and other empowered officials of the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.

SECTION 3. No Modification of the Purchase Agreement. This Assignment shall not enlarge, restrict or otherwise modify the terms of the Purchase Agreement or constitute a waiver or relapse of any of the terms of the Purchase Agreement, including, without limitation, the representations, warranties, covenants, agreements and indemnities set forth in the Purchase Agreement. In the event of any conflict between the provisions of this Assignment, on the one hand, and the provisions of the Purchase Agreement, on the other hand, the provisions of the Purchase Agreement shall control.

SECTION 4. Severability. The invalidity, illegality or unenforceability of any portion of this Assignment shall not affect the validity, force or effect of the remaining portions of this Assignment. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, each party agrees that a court of competent jurisdiction may enforce such restriction to the maximum extent permitted by Law, and each party hereby consents and agrees that such scope may be judicially modified accordingly in any proceeding brought to enforce such restriction.

SECTION 5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties.

SECTION 6. Successors and Assigns. Neither this Assignment nor any of the rights, interests or obligations of the parties hereunder may be assigned by any of the parties (including by operation of Law or otherwise) without the prior written consent of the other parties. Any attempted assignment in violation of this Section 6 shall be void. Subject to the immediately preceding sentences, this Assignment shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns.


SECTION 7. Governing Law; Enforcement. This Assignment and disputes relating hereto (whether for breach of contract, tortious conduct or otherwise) shall be governed by, and construed in accordance with, the Laws of the United States, in respect to patent issues and in all other respects, including as to validity (except for patent issues), interpretation and effect by the Laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Any disputes shall be resolved in accordance with Section 11.10 of the Purchase Agreement. **IN CONNECTION WITH ANY DISPUTE HEREUNDER, EACH PARTY HERETO WAIVES ITS RIGHT TO TRIAL OF ANY ISSUE BY JURY.**

SECTION 8. Amendments; Waiver. This Assignment may be amended, modified, superseded or canceled only by an instrument in writing signed by the Assignor and Assignee. Any of the provisions hereof may be waived only by an instrument in writing signed by or on behalf of the party waiving compliance. The failure or delay by any party to this Assignment to assert any of its rights under this Assignment or otherwise shall not constitute a waiver of such rights nor shall any single or partial exercise by any party to this Assignment of any of its rights under this Assignment preclude any other or further exercise of such rights or any other rights under this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent Assignment as of the date first written above.

WEYERHAEUSER NR COMPANY

By: 

Name:

Title:

Devin W. Stockfish
SVP, General Counsel and
Corporate Secretary

AGREED TO AND ACCEPTED:

By: _____

Name:

Title:

[Signature Page to Weyerhaeuser Patent Assignment]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent Assignment as of the date first written above.

WEYERHAEUSER NR COMPANY

By: _____
Name:
Title:

AGREED TO AND ACCEPTED:

INTERNATIONAL PAPER
COMPANY

By: 
C. Cato Ealy
SVP Corporate Development

[Signature Page to Weyerhaeuser Patent Assignment]

SCHEDULE A

ASSIGNED PATENTS AND PATENT APPLICATIONS

Application No.	Patent No.	Country	Filing Date	Issue Date
08768616	5755828	US	Dec 18, 1996	May 26, 1998
09039737	6235392	US	Mar 16, 1998	May 22, 2001
09185423	6306334	US	Nov 3, 1998	Oct 23, 2001
09222372	6471824	US	Dec 29, 1998	Oct 29, 2002
09256197	6210801	US	Feb 24, 1999	Apr 3, 2001
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