

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6229043

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
APPVION, INC.	03/13/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	APPVION OPERATIONS, INC.
<b>Street Address:</b>	825 E. WISCONSIN AVENUE
<b>City:</b>	APPLETON
<b>State/Country:</b>	WISCONSIN
<b>Postal Code:</b>	54912
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15855608
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)833-2001
<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>	
<b>Phone:</b>	(650)833-2000
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<b>Correspondent Name:</b>	DLA PIPER LLP (US)
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<b>Address Line 4:</b>	EAST PALO ALTO, CALIFORNIA 94303
<b>NAME OF SUBMITTER:</b>	BLAKE W. JACKSON
<b>SIGNATURE:</b>	/Blake W. Jackson/
<b>DATE SIGNED:</b>	07/31/2020
<b>Total Attachments: 15</b>	
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IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

-----X  
 In re: : Chapter 11  
 :  
 APPVION, INC., *et al.*,<sup>1</sup> : Case No. 17-12082 (KJC)  
 :  
 Debtors. : (Jointly Administered)  
 :  
 : **Related D.I: 425, 565**  
 -----X

**ORDER (A) APPROVING AND AUTHORIZING THE SALE OF SUBSTANTIALLY ALL OF DEBTORS' ASSETS PURSUANT TO PURCHASER'S ASSET PURCHASE AGREEMENT, FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND OTHER INTERESTS, (B) APPROVING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES RELATED THERETO, AND (C) GRANTING RELATED RELIEF**

This matter is before the Court on the motion (the "Sale Motion")<sup>2</sup> of the above-captioned debtors (the "Debtors") for the entry of an order pursuant to sections 105(a), 363 and 365 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6004, 6006, 9007 and 9014 of the Federal Rules of Bankruptcy Procedure (as amended from time to time, the "Bankruptcy Rules"), and Rules 2002-1 and 6004-1 of the Local Rules of Bankruptcy Practice and Procedure of the Bankruptcy Court for the District of Delaware (the "Local Rules") (a) authorizing the sale of the Purchased Assets free and clear of liens, claims, encumbrances, and other interests, except as provided by the Asset Purchase Agreement to Appvion Holding Corp. (the "Purchaser"); (b) approving the assumption and assignment of certain of the Debtors'

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Appvion, Inc. (6469), Paperweight Development Corp. (4992), PDC Capital Corporation (1197), Appvion Receivables Funding I LLC (9218) and APVN Holdings LLC (8543). The corporate headquarters and the mailing address for the Debtors listed above is 825 East Wisconsin Avenue, P.O. Box 359, Appleton, Wisconsin 54912.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Sale Motion or in the Final APA (as defined herein).

executory contracts and unexpired leases related thereto; and (c) granting related relief; and the Court having heard statements of counsel and the evidence presented in support of the relief requested by the Debtors in the Sale Motion at a hearing before the Court on May 14, 2018 (the “Sale Hearing”); and it appearing that the Court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth in the Sale Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation thereon,

**THE COURT HEREBY FINDS AND DETERMINES THAT:**

**I. Jurisdiction, Final Order and Statutory Predicates**

A. The Court has jurisdiction to hear and determine the Sale Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(a) and the Amended Standing Order of Reference from the United States District Court for the District of Delaware dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue is proper in this District and in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. This order (“Sale Order”) constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, and expressly directs entry of judgment as set forth herein.

C. The statutory predicates for the relief requested in the Sale Motion are sections 105(a), 363(b), (f), and (m), and 365 of the Bankruptcy Code and Bankruptcy Rules 2002(a)(2), 6004(a), (b), (c), (e), (f) and (h), 6006(a), (c) and (d), 9007 and 9014.

D. The Court entered the Bidding Procedures Order on March 12, 2018 [D.I. 565].

E. The findings of fact and conclusions of law set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

F. To the extent any of the following findings of fact constitute conclusions of law, they are hereby adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are hereby adopted as such. Any findings of fact or conclusions of law stated by the Court on the record at the Sale Hearing are hereby incorporated, to the extent they are not inconsistent herewith.

G. In the absence of a stay pending appeal, the Purchaser, being a good faith purchaser under section 363(m) of the Bankruptcy Code, may close the transaction contemplated by this Sale Order and the final Asset Purchase Agreement (together with any schedules, exhibits and any other documents or instruments related thereto, the "Final APA," a copy of which is attached hereto as Exhibit A, as modified, amended or supplemented from time to time) at any time after entry of this Sale Order, and cause has been shown as to why this Sale Order should not be subject to the stay provided by Bankruptcy Rules 6004(h) and 6006(d).

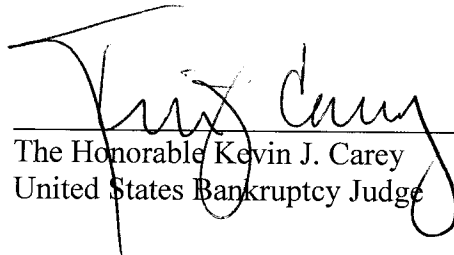
## **II. Notice of the Sale, Auction and the Cure Amounts**

A. In compliance with the Bidding Procedures Order, actual written notice of the Sale Motion and the Sale Hearing and a reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein have been afforded to all known interested persons and entities, including, but not limited to the following parties (the "Notice Parties"): (i) the Office of the United States Trustee for the District of Delaware; (ii) the United States Attorney for the District of Delaware; (iii) the Committee; (iv) counsel to Franklin Advisers, Inc., O'Melveny & Myers LLP, and Richards, Layton & Finger, P.A.; (v) counsel to the Jefferies

unpaid Prepetition First Lien Reimbursement Obligations, including any fees and expenses incurred after the closing of such sale, the Debtors shall promptly pay such fees and expenses from the Wind Down Budget (as defined in the Final APA), and upon presentment, the amount of such fees and expenses shall be segregated and placed in escrow from the Wind Down Budget.

42. The Purchaser shall comply with any applicable “know your customer” information requests, or other similar, reasonable administrative requirements that are reasonably requested by any counterparties that are regulated financial institutions with which the Purchaser shall be doing business upon and/or after the completion of the sale, solely to the extent such regulated financial institution is acting in its capacity as a business or commercial counterparty to the Purchaser and not as a lender to or a holder of equity in the Purchaser.

Dated: May 14, 2018  
Wilmington, Delaware

  
\_\_\_\_\_  
The Honorable Kevin J. Carey  
United States Bankruptcy Judge

**EXECUTION VERSION**

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**ASSET PURCHASE AGREEMENT**

**Dated as of March 13, 2018**

**By and Among**

**Appvion Holding Corp.,**

**as Purchaser,**

**and**

**Appvion, Inc., Paperweight Development Corp., PDC Capital Corporation, Appvion Receivables  
Funding I LLC, and APVN Holdings LLC,**

**as Sellers**

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “*Agreement*”), dated as of March 13, 2018 (the “*Agreement Date*”), by and among Appvion Holding Corp. (“*Purchaser*”) and Appvion, Inc., Paperweight Development Corp., PDC Capital Corporation, Appvion Receivables Funding I LLC, and APVN Holdings LLC. (collectively, the “*Company*”, each a “*Seller*” and collectively, “*Sellers*”). Purchaser and Sellers are collectively referred to herein as the “*Parties*” and individually as a “*Party*”. For the purposes of this Agreement, capitalized terms used herein shall have the meanings set forth herein or in Article X.

### RECITALS

WHEREAS, on October 1, 2017, Sellers filed voluntary petitions (the “*Chapter 11 Petition*”) for relief under Chapter 11 of the Title 11 of the United States Code (the “*Bankruptcy Code*”) in the United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”) commencing chapter 11 cases (collectively, the “*Bankruptcy Cases*”);

WHEREAS, Sellers continue to manage their properties and operate their businesses as “*debtors-in-possession*” under the jurisdiction of the Bankruptcy Court and in accordance with the applicable provisions of the Bankruptcy Code;

WHEREAS, Sellers wish to sell the Business;

WHEREAS, Purchaser desires to purchase the Purchased Assets and assume the Assumed Liabilities from Sellers and Sellers desire to sell, convey, assign and transfer to Purchaser the Purchased Assets together with the Assumed Liabilities, all in the manner and subject to the terms and conditions set forth in this Agreement and in accordance with Sections 105, 363 and 365 and other applicable provisions of the Bankruptcy Code;

WHEREAS, the Purchased Assets and Assumed Liabilities shall be purchased and assumed by Purchaser pursuant to the Sale Order approving such sale, free and clear of all Claims and Encumbrances (other than Permitted Encumbrances), pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, and Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure, which order will include the authorization for the assumption by Sellers and assignment to Purchaser of the Assigned Contracts and the liabilities thereunder in accordance with Section 365 of the Bankruptcy Code, all in the manner and subject to the terms and conditions set forth in this Agreement and the Sale Order and in accordance with other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court (together, the “*Bankruptcy Rules*”); and

WHEREAS, the board of directors (or similar governing body) of each Seller has determined that it is advisable and in the best interests of such Seller and its constituencies to enter into this Agreement and to consummate the transactions provided for herein, subject to entry of the Sale Order, and each has approved the same.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Purchaser and Sellers hereby agree as follows:



ARTICLE I.

PURCHASE AND SALE OF THE PURCHASED ASSETS;  
ASSUMPTION OF ASSUMED LIABILITIES

1.1 Purchase and Sale of the Purchased Assets. On the terms and subject to the conditions set forth herein, at the Closing, Sellers shall sell, transfer, assign, convey and deliver to Purchaser or a Designated Purchaser, and Purchaser or a Designated Purchaser shall purchase, acquire and accept from Sellers all of Sellers' right, title and interest in, to and under all of the properties, assets and rights of Sellers relating to Sellers' business of global manufacturing, sale and distribution of specialty and high value-added coated paper products (the "**Business**"), free and clear of all Encumbrances other than Permitted Encumbrances, including the following, but excluding the Excluded Assets, (the "**Purchased Assets**") as of the Closing:

(a) all of the equity interests that Sellers own in the Subsidiaries set forth on Schedule 1.1(a) (collectively, the "**Acquired Subsidiaries**");

(b) subject to Section 1.6, to the extent assignable pursuant to Section 365 of the Bankruptcy Code, all of the Contracts set forth on Schedule 1.6(a) (the "**Assigned Contracts**") and all rights thereunder, but excluding any Excluded Assets;

(c) all trade and non-trade accounts receivable, notes receivable and negotiable instruments of Sellers, but, for the avoidance of doubt, excluding any intercompany Indebtedness among Sellers (the "**Accounts Receivable**");

(d) all of each Seller's Cash and Cash Equivalents, other than as set forth on Schedule 1.1(d);

(e) the Owned Real Property listed on Schedule 1.1(e) (the "**Acquired Owned Real Property**");

(f) the Owned Buildings listed on Schedule 1.1(f) (the "**Acquired Buildings**");

(g) the Leased Real Property listed on Schedule 1.1(g) (the "**Assumed Leased Real Property**"), including any security deposits or other deposits delivered in connection therewith;

(h) all cash deposits of clients or customers held by each Seller as security for receivables or obligations;

(i) all deposits of each Seller as security for rent, electricity, telephone, bonds or other sureties or otherwise (except for retainers held by any professional in the Bankruptcy Cases), and prepaid charges and expenses, including all prepaid rent and all prepaid charges, expenses and rent under any personal property leases;

(j) all tangible assets of Sellers, other than the assets set forth on Schedule 1.1(j)(i) and any Excluded Assets, including the tangible assets of Sellers located at any Assumed Leased Real Property or at the locations listed on Schedule 1.1(j)(ii);

(k) all personnel files for Transferred Employees except as prohibited by Law; provided, however, that Sellers have the right to retain copies at Sellers' expense to the extent required by Law;

(l) any chattel paper owned or held by Sellers relating to the Business, the Assumed Liabilities or the Purchased Assets, other than any Excluded Assets;

(m) any lock boxes to which account debtors of Sellers remit payment relating to the Business, the Assumed Liabilities or the Purchased Assets, other than any Excluded Assets;

(n) all other or additional assets, properties, privileges, rights (including prepaid expenses) and interests of Sellers relating to the Business, the Assumed Liabilities or the Purchased Assets (other than any Excluded Assets) of every kind and description and wherever located, whether known or unknown, fixed or unfixed, accrued, absolute, contingent or otherwise, and whether or not specifically referred to in this Agreement;

(o) all Permits and all pending applications therefor, including those set forth on Schedule 1.1(o), in each case, to the extent such Permits and pending applications therefore are transferrable;

(p) all express or implied guarantees, warranties, representations, covenants, indemnities, rights, claims, counterclaims, defenses, credits, causes of action or rights of set off against third parties relating to the Purchased Assets (including, for the avoidance of doubt, those arising under, or otherwise relating to the Assigned Contracts), the Assumed Liabilities or the Business, including rights under vendors' and manufacturers' warranties, indemnities, guaranties and avoidance claims and causes of action under the Bankruptcy Code or applicable Law that are possessed by Sellers;

(q) the Intellectual Property owned or purported to be owned by Sellers, including without limitation, the Purchased Intellectual Property;

(r) all goodwill, payment intangibles and general intangible assets and rights of Sellers to the extent associated with the Business, the Assumed Liabilities or the Purchased Assets, other than any Excluded Assets;

(s) all Inventory, including raw materials, works in process, parts, subassemblies and finished goods, wherever located and whether or not obsolete or carried on Sellers' books of account, in each case, with any transferable warranty and service rights of the applicable Seller related thereto;

(t) to the extent permitted by Law, Sellers' Documents and Organizational Documents, and, without limiting the foregoing, each of the following: financial accounting and other books and records, corporate charters, minute and stock record books, Tax Returns filed by Sellers relating to the Business (but excluding any Consolidated Tax Returns), corporate seal, checkbooks and canceled checks, correspondence, and all customer sales, marketing, advertising, packaging and promotional materials, files, data, software (whether written, recorded or stored on disk, film, tape or other media, and including all computerized data), drawings, engineering and manufacturing data and other technical information and data, and all other business and other records, in each case, arising under or relating to the Purchased Assets, the Assumed Liabilities or the Business provided, however, that Sellers have the right to retain copies of all of the foregoing at Sellers' expense to the extent required by Law or as is necessary to wind-down the Company;

(u) to the extent transferable, all rights and obligations under or arising out of all insurance policies relating to the Business or any of the Purchased Assets or Assumed Liabilities (including returns and refunds of any premiums paid, or other amounts due back to Sellers, with respect to cancelled policies);

Encumbrances, the Owned Real Property is not subject to any Encumbrances or to any use restrictions, exceptions, reservations or limitations, which in any material respect interfere with or impair the present and continued use thereof in the Ordinary Course of Business and in the same manner after the Closing as conducted by Sellers prior to Closing. There are no pending or, to Sellers' Knowledge, threatened condemnation proceedings or other Actions relating to any of the Owned Real Property. Except for Permitted Encumbrances, the Owned Buildings are not subject to any Encumbrances or to any use restrictions, exceptions, reservations or limitations, which in any material respect interfere with or impair the present and continued use thereof in the Ordinary Course of Business and in the same manner after the Closing as conducted by Sellers prior to Closing.

4.7 Tangible Personal Property. Schedule 4.7 sets forth all leases of personal property ("**Personal Property Leases**") relating to personal property used by Sellers or to which any Seller is a party or by which the properties or assets of any Seller are bound, in each case, relating to the Business. Each Seller has a good and valid title to, or a valid and enforceable leasehold interest in (under each such Personal Property Lease under which it is a lessee), all personal property used by such Seller relating to the Business, in each case, free and clear of all Encumbrances other than Permitted Encumbrances.

4.8 Intellectual Property. Schedule 4.8(a) sets forth an accurate and complete list of all registered Intellectual Property owned by Sellers and used or held for use in the Business (the "**Purchased Intellectual Property**"). Except as set forth on Schedule 4.8(b), Sellers own all right, title and interest to, or are valid licensees with respect to, the Purchased Intellectual Property, and, at Closing, will convey the Purchased Intellectual Property to Purchaser free and clear of Encumbrances pursuant to the Sale Order. To the Knowledge of Sellers, (i) no Person is engaging in any activity that infringes, dilutes, misappropriates or violates any Purchased Intellectual Property and (ii) no claim has been asserted to any Seller that the use of any Purchased Intellectual Property or the operation of the Business infringes, dilutes, misappropriates or violates the Intellectual Property of any third party. The Purchased Intellectual Property and the rights under the Assigned Contracts include the rights to use all Intellectual Property required to operate the Business as currently conducted.

4.9 Litigation. Except as set forth on Schedule 4.9 and other than in connection with the Bankruptcy Cases, there is no Action, including appeals and applications for review, in progress, pending or, to Sellers' Knowledge, threatened against or relating to any Seller, the Purchased Assets, the Assumed Liabilities or the Business or judgment, decree, injunction, deficiency, rule or order of any court, governmental department, commission, agency, instrumentality or arbitrator which, in any case, might adversely affect the ability of any Seller to enter into this Agreement or to consummate the transactions contemplated hereby or otherwise would, individually or in the aggregate, reasonably be expected to be material to the Purchased Assets, the Assumed Liabilities or the Business, and, to Sellers' Knowledge, there is no existing ground on which any such Action may be commenced with any reasonable likelihood of success.

4.10 Permits. Except as set forth on Schedule 4.10, Sellers are in compliance in all material respects with the terms of, and, to the extent applicable, have filed timely applications to renew, all material Permits used by Sellers in the Business, all of which are set forth on Schedule 1.1(o), and all such Permits are valid and in full force and effect, and no Action is pending or, to the Knowledge of Sellers, threatened, which seeks to revoke, limit or otherwise affect any such Permit.

4.11 Inventory.

(a) Except as set forth on Schedule 4.11(a), to Sellers' Knowledge, no Inventory is materially damaged in any significant way, including damage caused by water, except for any such

trial, reargument or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court or other court of competent jurisdiction shall have been affirmed by the highest court to which such order was appealed, or *certiorari* shall have been denied, or a new trial, reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for *certiorari* or move for a new trial, reargument or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure; provided that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed relating to such order, shall not cause such order not to be a Final Order.

“**Financial Statements**” shall have the meaning set forth in Section 4.17.

“**GAAP**” means United States generally accepted accounting principles as in effect from time to time.

“**Governmental Body**” means any government, quasi-governmental entity, or other governmental or regulatory body, agency or political subdivision thereof of any nature, whether national, international, multi-national, supra-national, foreign, federal, state or local, or any agency, branch, department, official, entity, instrumentality or authority thereof, or any court or arbitrator (public or private) of applicable jurisdiction.

“**Hazardous Material**” means any substance, material or waste which is regulated by any Governmental Body, including petroleum and its by-products, asbestos, polychlorinated biphenyls and any material, waste or substance which is defined or identified as a “hazardous waste,” “hazardous substance,” “hazardous material,” “restricted hazardous waste,” “industrial waste,” “solid waste,” “contaminant,” “pollutant,” “toxic waste” or “toxic substance” or otherwise regulated under or subject to any provision of Environmental Law.

“**HSR Act**” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the regulations promulgated thereunder.

“**Indebtedness**” of any Person means, without duplication, (a) the interest in respect of, principal of and premium (if any) in respect of (x) indebtedness of such Person for money borrowed and (y) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable; (b) all obligations of such Person with respect to any Contracts relating to the deferred and unpaid purchase price of property or services, including any interest accrued thereon and prepayment or similar penalties and expenses; (c) all obligations of such Person under leases required to be capitalized in accordance with GAAP; (d) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker’s acceptance or similar credit transaction; (e) all obligations of the type referred to in clauses (a) through (d) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations; and (f) all obligations of the type referred to in clauses (a) through (e) of other Persons secured by any Encumbrance (other than Permitted Encumbrances), on any property or asset of such Person (whether or not such obligation is assumed by such Person).

“**Initial Allocation**” shall have the meaning set forth in Section 11.2.

“**Intellectual Property**” means all intellectual property and proprietary rights of any kind, including the following: (a) trademarks, service marks, trade names, slogans, logos, designs, symbols, trade dress, internet domain names, uniform resource identifiers, rights in design, brand names, any

fictional names, d/b/a's or similar filings related thereto, or any variant of any of them, and other similar designations of source or origin, together with all goodwill, registrations and applications related to the foregoing; (b) copyrights and copyrightable subject matter (including any registration and applications for any of the foregoing); (c) trade secrets and other confidential or proprietary business information (including manufacturing and production processes and techniques, research and development information, technology, intangibles, drawings, specifications, designs, plans, proposals, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, customer and supplier lists and information), know how, proprietary processes, formulae, algorithms, models, industrial property rights, and methodologies; (d) computer software, computer programs, and databases (whether in source code, object code or other form); and (e) all rights to sue for past, present and future infringement, misappropriation, dilution or other violation of any of the foregoing and all remedies at law or equity associated therewith.

**"Inventory"** means all inventory (including finished goods, supplies, raw materials, work in progress, spare, replacement and component parts) related to the Business maintained or held by, stored by or on behalf of, or in transit to, any Seller.

**"IP Assignment and Assumption Agreement"** shall have the meaning set forth in Section 3.2(i).

**"IRS"** shall have the meaning set forth in Section 4.14(c).

**"Key Employee Retention Plan"** means that certain Non-Executive Key Employee Retention Plan of Appvion, Inc., and certain of its affiliated entities, approved by the Bankruptcy Court on November 15, 2017.

**"Key Employees"** means the employees set forth on Schedule 10.1(a).

**"Knowledge of Seller"** or **"Sellers' Knowledge"** means, with respect to any matter, the actual knowledge of Kevin Gilligan, Tami L. Van Straten and Luke Kelly.

**"Law"** means any federal, state, local, municipal, foreign or international, multinational or other law, treaty, statute, constitution, principle of common law, resolution, ordinance, code, edict, decree, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body.

**"Lease"** shall have the meaning set forth in Section 4.6(a).

**"Leased Real Property"** means all of the real property leased, subleased, used or occupied by any Seller, together with all buildings, structures, fixtures and improvements erected thereon, and any and all rights privileges, easements, licenses, hereditaments and other appurtenances relating thereto, and used, or held for use, in connection with the operation of the Business.

**"Liability"** means, as to any Person, any debt, Claim, liability (including any liability that results from, relates to or arises out of tort or any other product liability claim), duty, responsibility, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed.

and

O'Melveny & Myers LLP  
Times Square Tower  
7 Times Square  
New York, New York 10036  
Attention: David Johnson and Daniel Shamah  
E-mail address: djohnson@omm.com; dshamah@omm.com

12.8 Binding Effect; Assignment. This Agreement shall be binding upon Purchaser and, subject to entry of the Bidding Procedures Order (with respect to the matters covered thereby) and the Sale Order, Seller, and inure to the benefit of the Parties and their respective successors and permitted assigns, including any trustee or estate representative appointed in the Bankruptcy Cases or any successor Chapter 7 case. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person or entity not a party to this Agreement except as provided below. No assignment of this Agreement or of any rights or obligations hereunder may be made by Sellers or Purchaser (by operation of law or otherwise) without the prior written consent of the other Parties and any attempted assignment without such required consents shall be void, except for designations by Purchaser to a Designated Purchaser (as defined below) in accordance with the immediately following paragraph.

In connection with the Closing, notwithstanding anything to the contrary contained herein, at any time prior to the Closing, Purchaser shall be entitled to designate, by written notice to Sellers, one or more Persons to (i) purchase the Purchased Assets (including specified Assigned Contracts) and pay the corresponding Purchase Price amount and Cure Costs, as applicable and/or (ii) assume the Assumed Liabilities (any such Person that shall be designated in accordance with this clause, a "**Designated Purchaser**"). In addition, in accordance with Section 6.1, a Designated Purchaser shall be entitled to employ the Transferred Employees on and after the Closing Date and to perform any other covenants or agreements of Purchaser under this Agreement. Notwithstanding the foregoing, Purchaser shall not be released from any of its obligations under this Agreement by reason of this assignment.

12.9 Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction and in lieu of such invalid, illegal or unenforceable provision or portion of any provision, there will be added automatically as a part of this Agreement a valid legal and enforceable provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible.

12.10 Bulk Sales Laws. Each Party hereby waives compliance by the Parties with the "**bulk sales**," "**bulk transfers**" or similar Laws and all other similar Laws in all applicable jurisdictions in respect of the transactions contemplated by this Agreement or any Ancillary Document.

12.11 Access and Right to Use. Purchaser shall, upon reasonable advance notice, afford to Sellers' officers, independent public accountants, attorneys, consultants and other representatives, reasonable access during normal business hours to the Purchased Assets and all records pertaining to the Purchased Assets on the terms and conditions set forth in the Transition Services Agreement, solely for the purpose of enabling Sellers to conduct an orderly wind-down of Sellers' operations. Notwithstanding anything to the contrary herein or in the Transition Services Agreement, no access shall be permitted hereunder to the extent that it would require disclosure of information subject to attorney-client or other

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

APPVION HOLDING CORP.

By: \_\_\_\_\_



Name: Lawrence Perkins

Title: President

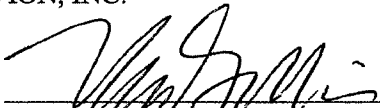
[Signature Page to Asset Purchase Agreement]

PATENT

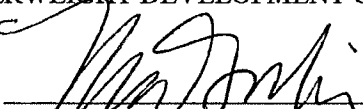
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the date first above written.

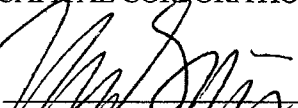
APPVION, INC.

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

PAPERWEIGHT DEVELOPMENT CORP.

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

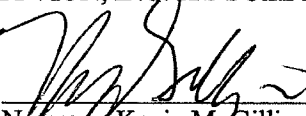
PDC CAPITAL CORPORATION

By:   
Name: Kevin M. Gilligan  
Title: President

APPVION RECEIVABLES FUNDING I LLC

By:   
Name: Luke G. Kelly  
Title: President

APVN HOLDINGS LLC  
BY APPVION, INC. ITS SOLE MEMBER

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



Title:

Filing Date: 12/27/2017

**Printable and Scuff Resistant Silicone Release  
Coating for Linerless Thermally-Responsive  
Responsive Record Material**

Earliest Priority:

Nat Stage Filing Date:

Application Ser No: 15/855,608

Nickname:

Publication No: US 2019/0193447