

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | VOITH PATENT GMBH | 12/20/2019 |
| RECEIVING PARTY DATA | | |
| Name: | FIRST QUALITY TISSUE SE, LLC | |
| Street Address: | 441 MASTERS BLVD. | |
| City: | ANDERSON | |
| State/Country: | SOUTH CAROLINA | |
| Postal Code: | 29626 | |
| PROPERTY NUMBERS Total: 1 | | |
| | Property Type | Number |
| | Application Number: | 17250224 |
| CORRESPONDENCE DATA | | |
| Fax Number: | (212)336-8001 | |
| <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: | 212 336 8000 | |
| Email: | ptodocket@arelaw.com | |
| Correspondent Name: | AMSTER ROTHSTEIN & EBENSTEIN LLP | |
| Address Line 1: | 90 PARK AVENUE | |
| Address Line 4: | NEW YORK, NEW YORK 10016 | |
| ATTORNEY DOCKET NUMBER: | 34310/292 | |
| NAME OF SUBMITTER: | BENJAMIN M. HALPERN | |
| SIGNATURE: | /Benjamin M. Halpern/ | |
| DATE SIGNED: | 01/19/2021 | |
| Total Attachments: 4 | | |
| source=executedtransferagreementVoithtoFQTSELLC#page1.tif | | |
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| source=executedtransferagreementVoithtoFQTSELLC#page3.tif | | |
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Voith Patent GmbH, St. Pöltener Straße 43, 89522 Heidenheim, Germany

First Quality Tissue SE, LLC
Dr. James Sealey
Director of Product Development
441-A Masters Boulevard
Anderson, SC 29626

USA

**Betreff/Subject Transfer of our patent applications
Our file 23185 Laminierteres TAD-Sieb**

Dear Dr. Sealey,

We come back to the recent discussion between your company and Voith.

As a result Voith agreed to transfer its patent applications DE 10 2018114748.1 and PCT/EP2019/065940 and all patents and patent applications, along with any patent that has or will issue from any continuation, continuation-in part, divisions or reissue application that claim priority to any of the foregoing or any foreign application claiming priority to any of the foregoing as well as the exclusive and sole right to file any of the foregoing applications (hereinafter called Patent) to your company.

Hence, we (hereinafter called VOPA) suggest to conclude the following

Patent Transfer Agreement

with you, First Quality Tissue SE, LLC (hereinafter called FQT,

for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, it is agreed to as follows:

Voith Group

Mailing address:
Voith Patent GmbH
St. Pöltener Straße 43
89522 Heidenheim, Germany
Tel. +49 7321 37 0
Fax +49 7321 37 7000
www.voith.com

Your ref.

Your message

Our ref.

Phone

Fax

Date

E-mail

Dr. Linden

7362

7003

2019-12-20

Volker.linden@voith.com

Board of Management
Dr. Volker Linden

Commercial Register
Reg.-Court Ulm, HRB 881350
VAT Reg. No. DE 169 744 872
Tax No. 64003709480

Article 1 – Transfer of Patents

1.1 VOPA agrees to transfer, and does hereby transfer, all its transferable rights under the Patents to FQT. FQT accepts such transfer.

1.2 At FQT's discretion and under FQT's responsibility FQT may file for the change of ownership of Patents. VOPA agrees to sign any official form needed for such change of ownership (either to FQT or to any other party named by FQT). Upon wish and of FQT VOPA further agrees to provide and deliver to FQT all of the documents related to the filing and prosecution of the Patents existing in its files, arising costs to be reimbursed by FQT.

Article 2 – Disclaimer of Liability

2.1 Patents are transferred on an as-is-basis. Voith represents and warrants that it is the sole legal owner of the Patents and has the right to transfer ownership of the Patent to FQT. No other guarantee is given. Nothing in this Agreement shall be construed as:

- (a) a warranty or representation by VOPA as to the validity or scope of any of the Patents; or;
- (b) a representation or warranty by VOPA of the quality, correctness, accuracy, safety, merchantability or usefulness for any purpose, of the Patents.

2.2 VOPA will have no liability whatsoever to FQT or any other person or entity on account of any injury, loss or damage, of any kind of nature, either direct, indirect, special, or consequential, or lost profit, sustained by, or any damage asserted or asserted against, or any other liability incurred by or imposed upon FQT or any other person or entity arising out of or in connection with or resulting from the production, use, or sale of any apparatus, method or product or the practice of the Patents.

2.3 FQT assumes all risk for any loss that arises out of FQT's possession, use or practice of the Patents. VOPA will not be obligated to indemnify or hold harmless FQT or any other person or entity due to the sale and transfer of the Patents. FQT undertakes to indemnify VOPA for and against all third party claims that are based on FQT's use of the Patents. This applies in particular to product liability claims.

Voith Group

Mailing address:
Voith Patent GmbH
St. Pöltenstr. 43
89522 Heidenheim, Germany

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Of letter dated

Voith Group

Mailing address:
Voith Patent GmbH
St. Pölterer Straße 43
89522 Heidenheim, Germany

Article 3 – Reimbursement of Costs and Expenses

3.1 FQT agrees to reimburse to Voith 3,358 EURO costs paid for PATENT within 30 days after conclusion of this Patent Transfer Agreement plus German value added tax if applicable. Notwithstanding the foregoing each Party shall bear its own costs and expenses in relation to the negotiation, preparation, execution and performance of this Agreement.

3.2 Voith shall be responsible for any inventor remuneration of Voith employees who invented the subject matter of the Patent.

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Of letter dated

Article 4 - Notices and Communications

4.1 Any notice hereunder shall be deemed to have been sufficiently given if sent by registered mail, with all postal charges prepaid, addressed to the addressee at its office as set forth hereinabove, or at such changed address as either party shall have specified in writing to the other. Each communication shall be marked for the attention of such person as is set out below, or has previously been notified to the sending Party in accordance with this clause.

Article 5 Miscellaneous

5.1 Any amendment or variation of this Agreement must be in writing and signed by or on behalf of all Parties. This shall equally apply to any amendment or variation of the terms set out in the preceding sentence.

5.2 Should one or more provisions of this Agreement be or become invalid or unenforceable, this shall not affect the validity and enforceability of the remaining provisions of this Agreement. The same shall apply if this Agreement does not contain an essential provision. In place of the invalid or unenforceable provision, or to fill a contractual gap, such valid and enforceable provision shall apply which reflects as closely as possible the commercial intention of the Parties as regards the invalid, unenforceable or missing provision.

5.3 This Agreement shall be governed by and construed in accordance with German law, excluding the conflict of law rules which shall not apply. In case a conflict cannot be settled amicably, it shall be decided by the Landgericht Mannheim, Germany.

Voith Group

Mailing address:
Voith Patent GmbH
St. Pölterer Straße 43
69522 Heidenheim, Germany

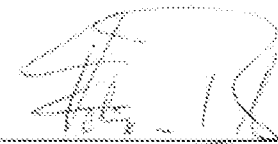
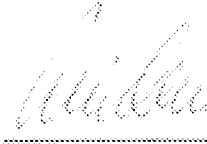
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Of letter dated

If you agree with the foregoing please countersign copy of this letter and send it back to us.

We are looking forward to hear from you soon

Yours sincerely

Voith Patent GmbH



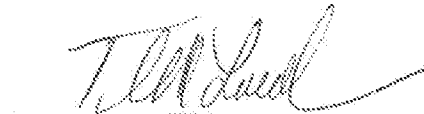
Dr. Linden
BoM

Graf von Ballestrem
VP Patents Paper

We agree:

Date: 12/20/2019

First Quality Tissue SE, LLC



Thomas M. Lucarelli
Treasurer