

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT8201643

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CLEARWATER PAPER CORPORATION	09/26/2023
RECEIVING PARTY DATA		
Name:	CLEARWATER PAPER TISSUE, LLC	
Street Address:	601 W. RIVERSIDE AVENUE	
Internal Address:	STE 1100	
City:	SPOKANE	
State/Country:	WASHINGTON	
Postal Code:	99201	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Application Number:	29714846	
Application Number:	29714861	
Application Number:	29714868	
Application Number:	29367762	
Application Number:	29367763	
Application Number:	29367761	
CORRESPONDENCE DATA		
Fax Number:	(509)323-8979	
<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:	5093249256	
Email:	saybra@leehayes.com	
Correspondent Name:	LEE & HAYES, P.C.	
Address Line 1:	601 W. RIVERSIDE AVE	
Address Line 2:	STE 1400	
Address Line 4:	SPOKANE, WASHINGTON 99201	
ATTORNEY DOCKET NUMBER:	C051-0001MI	
NAME OF SUBMITTER:	SAYBRA MORRIS	
SIGNATURE:	/Saybra Morris/	
DATE SIGNED:	10/03/2023	

PATENT

Total Attachments: 6

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PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

This Patent and Trademark Assignment Agreement (this "Agreement") is made and entered into effective as of Sept 26, 2023 (the "Effective Date"), by and between, **Clearwater Paper Corporation**, a company organized and existing under the laws of the state of Delaware, having its principal place of business at 601 W. Riverside Avenue, Suite 1100, Spokane, WA 99201 ("Assignor") and **Clearwater Paper Tissue, LLC** (formerly known as Truly Brands, LLC), a company organized and existing under the laws of the state of Delaware, having its principal place of business at 601 W. Riverside Ave., Suite 1100, Spokane, WA 99201 ("Assignee"), each of Assignor and Assignee being a "Party" and collectively, the "Parties."

WHEREAS, Assignor is or may be the sole or joint owner of, and in possession of, the patent assets identified in Exhibit A to this Agreement (the "Patent Assets"). For purposes of this Agreement, the term "Patent Assets" shall include all patents and patent applications existing now or in the future throughout the world that claim priority, directly or indirectly, to the Patent Assets listed in Exhibit A, any patent applications relating thereto or that otherwise describe the same inventions and/or technology that are described in the Patent Assets listed in Exhibit A, and all substitutions, extensions, reissues, renewals, divisionals, continuations, and continuations-in-part of the Patent Assets listed in Exhibit A, including all equivalents throughout the world.

WHEREAS, Assignor desires to assign all right, title and interest Assignor has or may have in and to the Patent Assets to Assignee, and Assignee desires to obtain such Patent Assets from Assignor.

WHEREAS, in accordance with Section 351 of the Internal Revenue Code, the assignment of the Patent Assets and the Trademark Assets is to be conducted by Assignor solely in exchange for stock in Assignee, see Rev. Rul. 69-591, 1969-2 C.B. 172, and immediately after the exchange Assignor is to be in control of Assignee.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. ASSIGNMENT OF PATENT ASSETS.

1.1 **Assignment.** Assignor hereby assigns and transfers to Assignee all right, title and interest Assignor has or may have in and to the Patent Assets, along with the inventions and technology described therein and all causes of action relating thereto, whether arising before or after the date of this assignment.

1.2 **Effect of Assignment.** The Patent Assets, and the inventions and technology described therein, shall be held and enjoyed by Assignee and its successors and assigns, for its exclusive use and benefit as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

1.3 **Authorization.** Assignor hereby authorizes and requests all applicable patent offices throughout the world to issue all letters patent on the Patent Assets and the inventions and technology described therein to Assignee.

1.4 **Further Assurances.** Assignor agrees to (i) cooperate with Assignee in the protection of all rights related to the Patent Assets and prosecution of all related domestic and foreign patent applications; (ii) execute and deliver all instruments and documents necessary to effectuate the transfer of the Patent Assets to Assignee and record such transfer with the applicable government offices around the world; (iii) execute and deliver all instruments and documents necessary for the making and prosecution of applications for letters patent on the inventions and technology covered by the Patent Assets, for litigation regarding

said letters patent, and for the purpose of protecting title to the inventions and technology described in the Patent Assets and all letters patent relating thereto; and (iv) perform such other acts as Assignee may lawfully request to obtain or maintain the Patent Assets and any and all rights and applications relating thereto.

2. GENERAL PROVISIONS.

2.1 **Severability.** The provisions of this Assignment shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions of this Assignment. If any provision of this Assignment, or the application of such provision to any person or any circumstance, is invalid or unenforceable, (i) the remainder of this Assignment and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application of such provision, in any other jurisdiction and (ii) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision.

2.2 **Governing Law.** The validity, construction and performance of this Assignment will be governed by the laws of the state of Delaware, without giving effect to that body of laws pertaining to conflict of laws that would subject a matter to the laws of another jurisdiction.

2.3 **Dispute Resolution.** The Parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Delaware and to the jurisdiction of the United States District Court for the District of Delaware for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Delaware or the United States District Court for the District of Delaware, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court. The prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled. Each of the parties to this Agreement consents to personal jurisdiction for any equitable action sought in the U.S. District Court for the District of Delaware or any court of the state of Delaware having subject matter jurisdiction.

2.4 **Notices.** All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth below, or to such e-mail address, facsimile number or address as subsequently modified by written notice given in accordance with this Section 2.4.

2.5 **Entire Agreement; Amendment.** Upon execution, this Agreement shall constitute the entire agreement among the Parties hereto with respect to the subject matter hereof and merges all other prior or contemporaneous communications. This Agreement shall not be amended except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of the Parties hereto by their respective duly authorized representatives.

2.6 **Assignment and Successors.** Neither Party may assign or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld, except that either Party may, upon prior written notice to the other Party (but without any obligation to obtain the consent of such other Party), assign this Agreement to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such Party, if such entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assignees. Any purported assignment in violation of this section shall be null and void ab initio.

2.7 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument.

(Signature pages to follow)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNOR
CLEARWATER PAPER CORPORATION

By: Carol K. Haugen

Print Name/Title: Carol K. Haugen, VP, Associate General
Counsel _____

Date: 9/26/2023

STATE OF WA)
) ss.
COUNTY OF Spokane)

On this 26th day of Sept, 2023, before me, the undersigned, a Notary Public in and for the State of WA, personally appeared Carol K. Haugen, the party that executed the foregoing instrument and acknowledged such instrument to be the free and voluntary act and deed of Clearwater, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute such instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this day and year first above written.



Cindy M. Pauletto
Notary Public in and for the State of WA
residing at Spokane
Commission Expires: 2.2.27

ASSIGNEE
CLEARWATER PAPER TISSUE, LLC

By: Carol K. Haugen

Print Name/Title: Carol K. Haugen, VP, Associate General Counsel

Date: 9/26/2023

STATE OF WA)
COUNTY OF Spokane) ss.

On this 26th day of Sept, 2023, before me, the undersigned, a Notary Public in and for the State of WA, personally appeared Carol K. Haugen, the party that executed the foregoing instrument and acknowledged such instrument to be the free and voluntary act and deed of Clearwater, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute such instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this day and year first above written.



Cindy M. Pauletto
Notary Public in and for the State of WA
residing at Spokane
Commission Expires: 2.2.27

EXHIBIT A -- PATENT ASSETS

Title	CaseNumber	Type	Status	Country	Application Or SerialNumber	Patent Or Registration Number
Paper Product	C051-0023USC1	Patent	Issued	United States	29/714,846	D902,605
Paper Product	C051-0024USC1	Patent	Issued	United States	29/714,861	D903,335
Paper Product	C051-0025USC1	Patent	Issued	United States	29/714,868	D903,336
EMBOSSSED PAPER PRODUCT	C051-0079US	Patent	Issued	United States	29/367,762	D660,010
EMBOSSSED PAPER PRODUCT	C051-0080US	Patent	Issued	United States	29/367,763	D660,011
EMBOSSSED PAPER PRODUCT	C051-0081US	Patent	Issued	United States	29/367,761	D660,009