

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478483

| | | | |
|-----------------------------------|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Appvion Operations, Inc. | | 06/13/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Wells Fargo Bank, National Association, as Administrative Agent | | |
| Street Address: | Attn: Syndication Agency Services | | |
| Internal Address: | MAC D1109-019, 1525 West W.T. Harris Blvd. | | |
| City: | Charlotte | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28262 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 43 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2879977 | ALPHA | |
| Registration Number: | 2730105 | APPLETON | |
| Registration Number: | 2774509 | APPLETON COATED | |
| Registration Number: | 4460189 | APPLETON DIGITAL | |
| Registration Number: | 4491748 | APPVION | |
| Registration Number: | 4561380 | A APPVION | |
| Registration Number: | 4615819 | A APPVION | |
| Registration Number: | 1989113 | DOCUCHECK | |
| Registration Number: | 2037533 | DOCUCHECK | |
| Registration Number: | 2155258 | DOCUCHECK BASIC | |
| Registration Number: | 3169940 | DOCUCHECK GHOST | |
| Registration Number: | 5229014 | DOCUCHECK | |
| Registration Number: | 2155259 | DOCUCHECK WATERMARK | |
| Registration Number: | 2933082 | DOCUMARK | |
| Registration Number: | 2556953 | ECARBONLESS | |
| Registration Number: | 2787242 | HEATSAFE | |
| Registration Number: | 2602692 | IMPEDE | |
| Registration Number: | 2987512 | INSTANT REPLAY | |

CH \$1090.00 2879977

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------------------|
| Registration Number: | 1587789 | INTEGRA |
| Registration Number: | 4994740 | KABOOM! |
| Registration Number: | 3476165 | LINEMARK |
| Registration Number: | 2960835 | MONDIAL MARK |
| Registration Number: | 5277729 | OPTIMA |
| Registration Number: | 5356314 | OPTIMA |
| Registration Number: | 4792095 | PERMACHECK |
| Registration Number: | 1542493 | POLYTHERM |
| Registration Number: | 2425100 | POS PLUS |
| Registration Number: | 2772409 | PRESSPRO |
| Registration Number: | 1665465 | RECOVER |
| Registration Number: | 2960163 | RÉSISTE |
| Registration Number: | 1856253 | SECURATHERM |
| Registration Number: | 2757017 | TECHMARK |
| Registration Number: | 3131845 | THERMART |
| Registration Number: | 2137772 | TONERFUSE |
| Registration Number: | 4999987 | TRIUMPH |
| Registration Number: | 5249481 | TRIUMPH |
| Serial Number: | 87668176 | TRIUMPH DIGITAL MEDIA |
| Serial Number: | 87868978 | TRIUMPH DIGITAL THERMAL MEDIA |
| Registration Number: | 2051395 | WAVEX |
| Registration Number: | 2802815 | WHAT IDEAS CAN DO |
| Registration Number: | 1743930 | XERO/FORM |
| Serial Number: | 87683887 | CHROMA |
| Registration Number: | 5343000 | DUAL |

CORRESPONDENCE DATA

Fax Number: 4159848701

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.

Phone: 415-984-8932

Email: mparks@omm.com

Correspondent Name: Maiah Parks

Address Line 1: O'Melveny & Myers LLP

Address Line 2: 2 Embarcadero Center, 28th Floor

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 0281800-00054

NAME OF SUBMITTER: Alexandra C. Echery

SIGNATURE: /ace/

| | |
|---------------------|------------|
| DATE SIGNED: | 06/18/2018 |
|---------------------|------------|

Total Attachments: 10

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**TRADEMARK COLLATERAL AGREEMENT
(SHORT-FORM)**

TRADEMARK COLLATERAL AGREEMENT (this “Agreement”), dated as of June 13, 2018, made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “Grantors”), in favor of Wells Fargo Bank, National Association, as Administrative Agent (in such capacity, the “Administrative Agent”), for the banks, financial institutions and other entities (the “Lenders”) from time to time parties to the Term Loan Credit Agreement, dated as of June 13, 2018 (as amended, restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), among Appvion Operations, Inc., a Delaware corporation (the “Borrower”), Appvion Holding Corp., a Delaware corporation (“Holdings”), the Administrative Agent.

Reference is made to the Term Loan Guarantee and Collateral Agreement dated as of June 13, 2018 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Grantors, the other grantors party thereto from time to time and the Administrative Agent. Borrower and each of the other Grantors will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to and in accordance with the Collateral Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Lenders, a security interest in, all right, title and interest of each such Grantor in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”); provided that no security interest shall attach to any such Trademark Collateral if and for so long as the grant of such security interest would result in the abandonment, invalidation, unenforceability or termination of such Trademark Collateral; and provided further that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation, unenforceability or termination shall be remedied:

all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, in the United States Patent and Trademark Office including, without limitation, as referred to in Schedule I and (ii) the right to obtain all extensions and renewals thereof.

Notwithstanding the foregoing, the Trademark Collateral shall not include any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or Section 1(d) of the Lanham Act has been filed, to

the extent that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act or cause the trademark that is the subject thereof to be invalidated or abandoned. It is the intent of the parties that this Agreement grants a security interest in the Trademark Collateral and is not intended to be, and shall not be deemed to be, an assignment of the Trademark Collateral.

Section 3. Termination. This Agreement is made to secure the satisfactory performance and payment of the Obligations. This Agreement and the security interests granted hereby shall terminate with respect to all of a Grantor’s Obligations and any Lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of such Grantor’s obligations thereunder. The Administrative Agent shall, in connection with any termination or release herein or under the Collateral Agreement, execute and deliver to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such satisfactory performance or payment, the Administrative Agent shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.


Section 4. Supplement to the Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral and other similar collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

Section 5. Entire Agreement. This Agreement, along with the Collateral Agreement, sets forth the entire understanding of the parties with respect to the Trademark Collateral. Except as expressly provided herein, the Collateral Agreement is not modified or otherwise affected hereby and remains in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

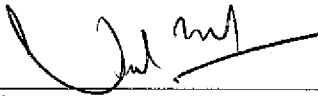
APPVION OPERATIONS, INC., a Delaware corporation, as Grantor

By: 
Name: Luke G. Kelly
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

TRADEMARK
REEL: 006356 FRAME: 0537

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: 
Name: VIVEK TATAL
Title: DIRECTOR

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

TRADEMARK
REEL: 006356 FRAME: 0538

**Schedule I to
Trademark Collateral Agreement (Short-Form)**

| No. | Application/Registration Date | Jurisdiction | Recorded Owner | Mark | Application or Registration Number |
|------------|--------------------------------------|---------------------|--------------------------|-----------------------------|---|
| 1. | August 31, 2004 | United States | Appvion Operations, Inc. | Alpha | 2879977 |
| 2. | June 24, 2003 | United States | Appvion Operations, Inc. | Appleton (New Design) | 2730105 |
| 3. | October 21, 2003 | United States | Appvion Operations, Inc. | Appleton Coated | 2774509 |
| 4. | December 31, 2013 | United States | Appvion Operations, Inc. | Appleton Digital (stylized) | 4460189 |
| 5. | March 4, 2014 | United States | Appvion Operations, Inc. | Appvion | 4491748 |
| 6. | July 1, 2014 | United States | Appvion Operations, Inc. | A Appvion (and design) | 4561380 |
| 7. | October 7, 2014 | United States | Appvion Operations, Inc. | A Appvion (and design) | 4615819 |
| 8. | July 23, 1996 | United States | Appvion Operations, Inc. | Docucheck | 1989113 |
| 9. | February 11, 1997 | United States | Appvion Operations, Inc. | Dochucheck & Design | 2037533 |
| 10. | May 5, 1998 | United States | Appvion Operations, Inc. | Docucheck Basic | 2155258 |
| 11. | November 7, 2006 | United States | Appvion Operations, Inc. | Docucheck Ghost | 3169940 |
| 12. | June 20, 2017 | United States | Appvion Operations, Inc. | Docucheck Logo | 5229014 |
| 13. | May 5, 1998 | United States | Appvion Operations, Inc. | Docucheck Watermark | 2155259 |

| No. | Application/Registration Date | Jurisdiction | Recorded Owner | Mark | Application or Registration Number |
|-----|-------------------------------|---------------|--------------------------|---------------------------------|------------------------------------|
| 14. | March 15, 2005 | United States | Appvion Operations, Inc. | Documark | 2933082 |
| 15. | April 2, 2002 | United States | Appvion Operations, Inc. | Ecarbonless | 2556953 |
| 16. | November 25, 2003 | United States | Appvion Operations, Inc. | Heatsafe | 2787242 |
| 17. | July 30, 2002 | United States | Appvion Operations, Inc. | Impede | 2602692 |
| 18. | August 23, 2005 | United States | Appvion Operations, Inc. | Instant Replay | 2987512 |
| 19. | March 20, 1990 | United States | Appvion Operations, Inc. | Integra | 1587789 |
| 20. | July 5, 2016 | United States | Appvion Operations, Inc. | Kaboom! | 4994740 |
| 21. | 2008-07 | United States | Appvion Operations, Inc. | Linemark | 3476165 |
| 22. | June 7, 2005 | United States | Appvion Operations, Inc. | Mondial Mark | 2960835 |
| 23. | August 29, 2017 | United States | Appvion Operations, Inc. | Optima (3 rd Filing) | 5277729 |
| 24. | December 12, 2017 | United States | Appvion Operations, Inc. | Optima (4th Filing) | 5356314 |
| 25. | August 11, 2015 | United States | Appvion Operations, Inc. | Permacheck | 4792095 |
| 26. | June 6, 1989 | United States | Appvion Operations, Inc. | Polytherm | 1542493 |
| 27. | January 30, 2001 | United States | Appvion Operations, Inc. | POS Plus | 2425100 |

Schedule I-2

TRADEMARK
REEL: 006356 FRAME: 0540

| No. | Application/Registration Date | Jurisdiction | Recorded Owner | Mark | Application or Registration Number |
|-----|-------------------------------|---------------|--------------------------|-------------------------------|------------------------------------|
| 28. | October 7, 2003 | United States | Appvion Operations, Inc. | Presspro | 2772409 |
| 29. | November 19, 1991 | United States | Appvion Operations, Inc. | Recover (for Carbonless) | 1665465 |
| 30. | June 7, 2005 | United States | Appvion Operations, Inc. | Resiste | 2960163 |
| 31. | September 27, 1994 | United States | Appvion Operations, Inc. | Securatherm | 1856253 |
| 32. | August 26, 2003 | United States | Appvion Operations, Inc. | Techmark | 2757017 |
| 33. | August 22, 2006 | United States | Appvion Operations, Inc. | Thermart | 3131845 |
| 34. | February 17, 1998 | United States | Appvion Operations, Inc. | Tonerfuse | 2137772 |
| 35. | July 12, 2016 | United States | Appvion Operations, Inc. | Triumph | 4999987 |
| 36. | July 25, 2017 | United States | Appvion Operations, Inc. | Triumph | 5249481 |
| 37. | November 1, 2017 | United States | Appvion Operations, Inc. | Triumph Digital Media | 87/668176 |
| 38. | April 9, 2018 | United States | Appvion Operations, Inc. | Triumph Digital Thermal Media | 87/868978 |
| 39. | April 8, 1997 | United States | Appvion Operations, Inc. | Wavex | 2051395 |
| 40. | January 6, 2004 | United States | Appvion Operations, Inc. | What Ideas Can Do | 2802815 |
| 41. | December 29, 1992 | United States | Appvion Operations, Inc. | Xero/Form | 1743930 |

Schedule I-2

TRADEMARK
REEL: 006356 FRAME: 0541

| No. | Application/Registration Date | Jurisdiction | Recorded Owner | Mark | Application or Registration Number |
|-----|-------------------------------|---------------|--------------------------|--------------------|------------------------------------|
| 42. | November 14, 2017 | United States | Appvion Operations, Inc. | Chroma | 87/683,887 |
| 43. | 11-2017 | United States | Appvion Operations, Inc. | Dual | 5343000 |
| 44. | 1983-04 | Canada | Appvion Operations, Inc. | A & Design | TMA278517 |
| 45. | 2016-04 | Canada | Appvion Operations, Inc. | A Appvion & Design | 1619090 TMA933618 |
| 46. | 2016-04 | Canada | Appvion Operations, Inc. | A Appvion & Design | 1619092 TMA933606 |
| 47. | 2008-02 | Canada | Appvion Operations, Inc. | Alpha | TMA708538 |
| 48. | 2003-09 | Canada | Appvion Operations, Inc. | Appleton & Design | TMA590745 |
| 49. | 2015-06 | Canada | Appvion Operations, Inc. | Appvion | 1578123 TMA905988 |
| 50. | 2003-01 | Canada | Appvion Operations, Inc. | Avario | TMA574529 |
| 51. | 1995-09 | Canada | Appvion Operations, Inc. | Docucheck | TMA448158 |
| 52. | 2006-09 | Canada | Appvion Operations, Inc. | Documark | TMA672876 |
| 53. | 2008-09 | Canada | Appvion Operations, Inc. | Dual | TMA724832 |
| 54. | 2002-11 | Canada | Appvion Operations, Inc. | Ecarbonless | TMA571217 |

| No. | Application/Registration Date | Jurisdiction | Recorded Owner | Mark | Application or Registration Number |
|-----|-------------------------------|--------------|--------------------------|-----------------------|------------------------------------|
| 55. | 1995-09 | Canada | Appvion Operations, Inc. | Ecoguard | TMA448140 |
| 56. | 2006-04 | Canada | Appvion Operations, Inc. | Heatsafe | TMA662589 |
| 57. | 2003-05 | Canada | Appvion Operations, Inc. | Impede | TMA582421 |
| 58. | 1991-04 | Canada | Appvion Operations, Inc. | Integra | TMA382908 |
| 59. | 2016-02 | Canada | Appvion Operations, Inc. | Kaboom! | TMA953788 |
| 60. | 2006-11 | Canada | Appvion Operations, Inc. | Mondial Mark | TMA676916 |
| 61. | 1990-11 | Canada | Appvion Operations, Inc. | Polytherm | TMA376340 |
| 62. | 05-2005 | Canada | Appvion Operations, Inc. | Presspro | TMA640405 |
| 63. | 03-1991 | Canada | Appvion Operations, Inc. | Recover | TMA382479 |
| 64. | 02-1994 | Canada | Appvion Operations, Inc. | Recover | TMA423562 |
| 65. | 08-2006 | Canada | Appvion Operations, Inc. | Resiste | TMA671309 |
| 66. | 06-1994 | Canada | Appvion Operations, Inc. | Securatherm | TMA429202 |
| 67. | 11-2004 | Canada | Appvion Operations, Inc. | Stylized Swirl Design | TMA625551 |
| 68. | 08-2010 | Canada | Appvion Operations, Inc. | Techmark | TMA775850 |

| No | Application/Registration Date | Jurisdiction | Recorded Owner | Mark | Application or Registration Number |
|-----------|--------------------------------------|---------------------|--------------------------|-----------------------|---|
| 69. | 07-2005 | Canada | Appvion Operations, Inc. | Thermart | TMA6444332 |
| 70. | 09-2017 | Canada | Appvion Operations, Inc. | Triumph | TMA979931 |
| 71. | 03-2017 | Canada | Appvion Operations, Inc. | Triumph | 1,827,295 |
| 72. | 04-2018 | Canada | Appvion Operations, Inc. | Triumph Digital Media | 1,896,344 |
| 73. | 01-1999 | Canada | Appvion Operations, Inc. | Wavex | TMA506297 |
| 74. | 09-2005 | Canada | Appvion Operations, Inc. | What Ideas Can Do | TMA647628 |
| 75. | 06-1994 | Canada | Appvion Operations, Inc. | Xero/Form | TMA428904 |
| 76. | 04-2018 | Mexico | Appvion Operations, Inc. | Triumph Digital Media | USPTO Ref. No. A0075414 (Mexican App. No. to be assigned) |