

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478724

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:	10 S. Wacker Drive, 26th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Banking 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
Registration Number:	1587789	INTEGRA

TRADEMARK

Property Type	Number	Word Mark
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: 8046982230

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: 804-775-1166

Email: jhowell2@mcguirewoods.com

Correspondent Name: Janet P. Peyton, McGuireWoods LLP

Address Line 1: Gateway Plaza, 800 East Canal Street

Address Line 4: Richmond, VIRGINIA 23219

NAME OF SUBMITTER:	Janet P. Peyton
SIGNATURE:	/Janet P. Peyton/
DATE SIGNED:	06/20/2018

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 13th day of June, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 13, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Appvion Holding Corp., a Delaware corporation (“Parent”), Appvion Operations, Inc., a Delaware corporation (“Appvion”) (Appvion and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof (each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), Appvion Canada, Ltd., a Canadian corporation, the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of June 13, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses constituting "Collateral" (as defined in the Guaranty and Security Agreement) to which it is a party, including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided that the Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided, that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and

all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

APPVION OPERATIONS, INC.

By: 

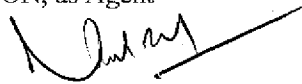
Name: Luke G. Kelly

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By:  _____

Name: Vivek Tayal

Title: Director

SCHEDULE I
to
Trademark Security Agreement

Trademarks; Trademark Applications; Domain Names

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
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

No.	Application/Registration Date	Jurisdiction	Recorded Owner	Mark	Application or Registration Number
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
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

No.	Application/Registration Date	Jurisdiction	Recorded Owner	Mark	Application or Registration Number
41.	December 29, 1992	United States	Appvion Operations, Inc.	Xero/Form	1743930
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
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

No.	Application/Registration Date	Jurisdiction	Recorded Owner	Mark	Application or Registration Number
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
69.	07-2005	Canada	Appvion Operations, Inc.	Thermart	TMA644433 2
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

Trademark Licenses

The following intellectual property licenses have been assumed by Appvion Operations, Inc. pursuant to that certain Asset Purchase Agreement, dated as of March 13, 2018, by and among Appvion Holding Corp. and Appvion, Inc., Paperweight Development Corp., PDC Capital Corporation, Appvion Receivables Funding I LLC, and APVN Holdings LLC, as may be amended or modified from time to time.

1. Trademark License Agreement between Appleton and Appleton Coated, effective as of January 1, 2000, whereby the term "Appleton Coated" is licensed by Appleton to Appleton Coated, as assumed by Appvion Operations, Inc. pursuant to the Purchase Agreement.
2. Trademark Sublicense Agreement between Appleton and Appleton's wholly owned subsidiary, Appleton Papers Canada Ltd., effective as of January 1, 1987.
3. Trademark License Agreement between Appleton and Lentheric, Inc., effective as of June 30, 1978. This is the original license pertaining to NCR Corporation's NCR Paper registered trademark.