

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496264

| | | | |
|-----------------------------------|--|--|-------------------------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | Intellectual Property Security Agreement | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Pixelle Specialty Solutions LLC | | 10/31/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Credit Suisse AG, Cayman Islands Branch, as Administrative Agent | | |
| Street Address: | Eleven Madison Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10010 | | |
| Entity Type: | bank organized and existing under the laws of Switzerland: SWITZERLAND | | |
| PROPERTY NUMBERS Total: 46 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4056804 | ADENA OPAQUE | |
| Registration Number: | 3537783 | APPEAL | |
| Registration Number: | 3822636 | CLEANPRESS CF | |
| Registration Number: | 3526346 | CONSERVE | |
| Registration Number: | 3728899 | CONSERVE | |
| Registration Number: | 2533131 | | |
| Registration Number: | 2352698 | DEFENSA | |
| Registration Number: | 4762028 | DEFENSA TAMPERMARK | |
| Registration Number: | 2644324 | DIGIBOOK | |
| Registration Number: | 1584643 | EXCEL | |
| Registration Number: | 3952400 | EXCELONE | |
| Registration Number: | 940978 | EXHERE | |
| Registration Number: | 2676873 | EXHERE | |
| Registration Number: | 3314230 | G COLORS | |
| Registration Number: | 4998569 | G-FORCE | |
| Registration Number: | 4297229 | LOGAN | |
| Registration Number: | 617482 | MOISTRITE | |
| Registration Number: | 1986600 | NATURES | |
| Registration Number: | 4289234 | NATURES | |
| TRADEMARK | | | |

OP \$1165.00 4056804

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------|
| Registration Number: | 3670205 | NATURESOLV |
| Registration Number: | 3686743 | NATURESOLV |
| Registration Number: | 3800582 | NATURESOLV |
| Registration Number: | 690914 | OLD FORGE |
| Registration Number: | 2409213 | OPTICA |
| Registration Number: | 3587078 | PERMANENCE MATTERS |
| Registration Number: | 5273790 | PIXELLE |
| Registration Number: | 2500209 | PIXELLE |
| Registration Number: | 5273791 | PIXELLE |
| Registration Number: | 2462535 | PRINTLOC |
| Registration Number: | 2558617 | PRINTLOC |
| Registration Number: | 957786 | RESTORE COTE |
| Registration Number: | 3962571 | SCIOTO LEDGER |
| Registration Number: | 3796882 | SECURITY GATE |
| Registration Number: | 2533130 | |
| Registration Number: | 1692968 | SEQUEL |
| Registration Number: | 1978888 | SNAP-SET |
| Registration Number: | 2071914 | STABILITE |
| Registration Number: | 189282 | THOR |
| Registration Number: | 3962572 | TIFFIN TAG |
| Registration Number: | 1908457 | TRANS/RITE |
| Registration Number: | 1077855 | TRANS/TAB |
| Registration Number: | 3596037 | TRANSFORM |
| Registration Number: | 4165083 | WECOLOGY |
| Registration Number: | 3962573 | WORTHINGTON INDEX |
| Registration Number: | 3299751 | XCELERATOR |
| Registration Number: | 5520039 | XL1 REWARDS |

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

Email: rhonda.deleon@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER: 038263-0368

NAME OF SUBMITTER: Rhonda DeLeon

SIGNATURE: /Rhonda DeLeon/

| | |
|---------------------|------------|
| DATE SIGNED: | 10/31/2018 |
|---------------------|------------|

Total Attachments: 7

- source=Spartan - IP Security Agreement Executed#page1.tif
- source=Spartan - IP Security Agreement Executed#page2.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 31, 2018, (this “Agreement”), by Pixelle Specialty Solutions LLC (the “Grantor”) in favor of Credit Suisse AG, Cayman Islands Branch (“Credit Suisse”), as administrative agent and collateral agent (in such capacities, the “Administrative Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of October 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Pixelle Specialty Solutions LLC, a Delaware limited liability company (the “Borrower”), Pixelle Specialty Solutions Intermediate LLC, a Delaware limited liability company (“Holdings”), the Subsidiary Grantors from time to time party thereto and the Administrative Agent. The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit Agreement, dated as of October 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), among the Borrower, Holdings, the Lenders from time to time party thereto and Credit Suisse, in its capacities as administrative agent and collateral agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, 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 Security Agreement. Section 1.03 of the Credit Agreement shall apply to this Agreement mutatis mutandis.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did, and hereby does, pledge, collaterally assign, mortgage and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following personal property and other assets, whether now owned by or owing to hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all (i) Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III hereto and (ii) all exclusive Copyright Licenses over which the Grantor is a licensee, including those listed on Schedule III hereto; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security 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 Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

PIXELLE SPECIALTY SOLUTIONS LLC

By: 

Name: J. Russell Friedman

Title: Executive Manager

[Signature Page to Intellectual Property Security Agreement]

[[3878319]]

TRADEMARK
REEL: 006471 FRAME: 0810

SCHEDULE I

TRADEMARKS

| REGISTERED OWNER | REGISTRATION NUMBER | TRADEMARK |
|---------------------------------|---------------------|------------------------|
| Pixelle Specialty Solutions LLC | 4056804 | ADENA OPAQUE |
| Pixelle Specialty Solutions LLC | 3537783 | APPEAL |
| Pixelle Specialty Solutions LLC | 3822636 | CLEANPRESS CF |
| Pixelle Specialty Solutions LLC | 3526346 | CONSERVE |
| Pixelle Specialty Solutions LLC | 3728899 | CONSERVE LEAF LOGO |
| Pixelle Specialty Solutions LLC | 2533131 | CROSSES WATERMARK LOGO |
| Pixelle Specialty Solutions LLC | 2352698 | DEFENSA |
| Pixelle Specialty Solutions LLC | 4762028 | DEFENSA TAMPERMARK |
| Pixelle Specialty Solutions LLC | 2644324 | DIGIBOOK |
| Pixelle Specialty Solutions LLC | 1584643 | EXCEL |
| Pixelle Specialty Solutions LLC | 3952400 | EXCELONE |
| Pixelle Specialty Solutions LLC | 0940978 | EXHERE |
| Pixelle Specialty Solutions LLC | 2676873 | EXHERE LOGO |
| Pixelle Specialty Solutions LLC | 3314230 | G COLORS |
| Pixelle Specialty Solutions LLC | 4998569 | G-FORCE and Design |
| Pixelle Specialty Solutions LLC | 4297229 | LOGAN |
| Pixelle Specialty Solutions LLC | 617482 | MOISTRITE |
| Pixelle Specialty Solutions LLC | 1986600 | NATURES |
| Pixelle Specialty Solutions LLC | 4289234 | NATURES |
| Pixelle Specialty Solutions LLC | 3670205 | NATURESOLV |
| Pixelle Specialty Solutions LLC | 3686743 | NATURESOLV |
| Pixelle Specialty Solutions LLC | 3800582 | NATURESOLV LOGO |
| Pixelle Specialty Solutions LLC | 0690914 | OLD FORGE |
| Pixelle Specialty Solutions LLC | 2409213 | OPTICA |
| Pixelle Specialty Solutions LLC | 3587078 | PERMANENCE MATTERS |
| Pixelle Specialty Solutions LLC | 5273790 | PIXELLE |
| Pixelle Specialty Solutions LLC | 2500209 | (STYLIZED) |

| | | |
|---------------------------------|---------|-------------------------------------|
| Pixelle Specialty Solutions LLC | 5273791 | PIXELLE LOGO |
| Pixelle Specialty Solutions LLC | 2462535 | PRINTLOC |
| Pixelle Specialty Solutions LLC | 2558617 | PRINTLOC |
| Pixelle Specialty Solutions LLC | 0957786 | RESTORE COTE |
| Pixelle Specialty Solutions LLC | 3962571 | SCIOTO LEDGER |
| Pixelle Specialty Solutions LLC | 3796882 | SECURITY GATE |
| Pixelle Specialty Solutions LLC | 2533130 | SECURITY GATE WATERMARK (DESIGN) |
| Pixelle Specialty Solutions LLC | 1692968 | SEQUEL |
| Pixelle Specialty Solutions LLC | 1978888 | SNAP-SET |
| Pixelle Specialty Solutions LLC | 2071914 | STABILITE |
| Pixelle Specialty Solutions LLC | 189282 | THOR (STYLIZED) |
| Pixelle Specialty Solutions LLC | 3962572 | TIFFIN TAG |
| Pixelle Specialty Solutions LLC | 1908457 | TRANS/RITE |
| Pixelle Specialty Solutions LLC | 1077855 | TRANS/TAB |
| Pixelle Specialty Solutions LLC | 3596037 | TRANSFORM |
| Pixelle Specialty Solutions LLC | 4165083 | WECOLOGY |
| Pixelle Specialty Solutions LLC | 3962573 | WORTHINGTON INDEX |
| Pixelle Specialty Solutions LLC | 3299751 | XCELERATOR |
| Pixelle Specialty Solutions LLC | 5520039 | XLI REWARDS |

TRADEMARK APPLICATIONS

None.

SCHEDULE II

PATENTS

| REGISTERED OWNER | SERIAL NUMBER | DESCRIPTION |
|---------------------------------|---------------|--------------------------------------|
| Pixelle Specialty Solutions LLC | 9,133,583 | PROCESS FOR MAKING A STIFFENED PAPER |
| Pixelle Specialty Solutions LLC | 8,496,784 | PROCESS FOR MAKING A STIFFENED PAPER |
| Pixelle Specialty Solutions LLC | 9,221,989 | TAMPER EVIDENT DOCUMENTS AND INKS |

PATENT APPLICATIONS

| APPLICANT | APPLICATION NO. | DESCRIPTION |
|---------------------------------|-----------------|---------------------------------------|
| Pixelle Specialty Solutions LLC | 15/222,222 | IMPACT INDICATOR COATINGS AND METHODS |

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

EXCLUSIVE COPYRIGHT LICENSES

None.