

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544316

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Catalyst Paper Corporation		10/07/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	PT Bank Negara Indonesia (Persero) Tbk		
Street Address:	55 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10006		
Entity Type:	Company: INDONESIA		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Serial Number:	87308790	SUPERLINER	
Serial Number:	87308807	SUPERMEDIUM	
Serial Number:	87308817	SUPERLITE	
Registration Number:	1918830	CATALYST	
Registration Number:	3197816	CATALYST	
Registration Number:	4697927	ASCENT	
Registration Number:	3928447	PACIFICOTE	
Registration Number:	2852488	ELECTRACOTE	
Registration Number:	4215825	ELECTRAPLUS	
Registration Number:	5824022	BISTRO	
Serial Number:	87320473	BREAKWATER	
Registration Number:	2839533	ELECTRABRITE	
Registration Number:	2876098	ELECTRACAL	
Registration Number:	2870843	ELECTRASTAR	
Registration Number:	2911981	ELECTRASOFT	
Registration Number:	2954759	ELECTRAPRIME	
Registration Number:	2731592		
Registration Number:	4208850	SAGE	
Registration Number:	4208851	SAGE	

OP \$615.00 87308790

Property Type	Number	Word Mark
Registration Number:	2071194	SILVERLINER
Registration Number:	1975423	TITANIUMLINER
Registration Number:	1983054	CHROMIUMLINER
Registration Number:	1983053	BRONZELINER
Registration Number:	5765568	ADVANCE

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	152858-01003
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	10/08/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 7, 2019, is made by Catalyst Paper Corporation (the “Grantor”), in favor of PT Bank Negara Indonesia (Persero) Tbk, as lender under the below-defined Loan Agreement (the “Grantee”). Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Loan Agreement (as hereinafter defined).

RECITALS

WHEREAS, the Grantor owns the Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor has entered into that certain Loan Agreement, dated as of June 14, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among CPE Investment Canada Inc. (“Borrower”), certain of the Borrower’s affiliates, including the Grantor, as guarantors and the Grantee; and

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of June 28, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), executed by, inter alia, the Grantor and other parties in favor of Grantee, the Grantor has granted to Grantee a security interest in substantially all the assets of the Grantor including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any “intent to use” Trademark applications for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office), and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby collaterally assign, pledge and grant to Grantee, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration owned by Grantor including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.

As used herein, "Trademark" means trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of the Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH LAWS OF BRITISH COLUMBIA AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

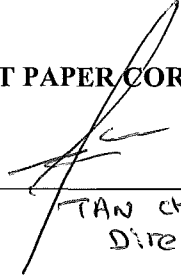
This Trademark Security Agreement and any amendments, waivers, consents, or supplements may be executed via telecopier, facsimile transmission or electronic mail (in a pdf format) in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument. This Trademark Security Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

GRANTOR:

CATALYST PAPER CORPORATION

By: 
Name: _____
Title: TAN CHONG WEI
Director

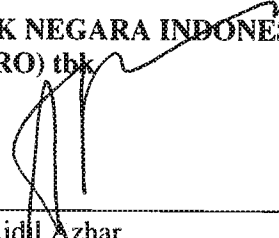
Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006765 FRAME: 0944

Acknowledged:

GRANTEE:

**PT BANK NEGARA INDONESIA
(PERSERO) tbk**

By: 
Name: Aidil Azhar
Title: General Manager

Schedule 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application Number/ Registration Number	Application Date/Registration Date	Status
SUPERLINER	App # 87/308,790	Application date Jan. 20, 2017	Suspension inquiry
SUPERMEDIUM	App # 87/308,807	Application date Jan. 20, 2017	Suspension inquiry
SUPERLITE	App #87/308,817	Application date Jan. 20, 2017	Suspension inquiry
CATALYST	1,918,830 3,197,816	Registered Sep. 12, 1995 Registered Jan. 16, 2007	Renewed Renewed
ASCENT	4,697,927	Registered Mar. 10, 2015	Registered
PACIFICOTE	3,928,447	Registered Mar. 08, 2011	Registered
ELECTRACOTE	2,852,488	Registered Jun. 15, 2004	Renewed
ELECTRAPLUS	4,215,825	Registered Oct. 02, 2012	Registered
BISTRO	5,824,022	Registered Aug. 06, 2019	Registered
BREAKWATER	APP 87/320,473	Application date Feb. 01, 2017	Suspension inquiry
Electrabrite	2,839,533	Registered May 11, 2004	Renewed
Electracal	2,876,098	Registered Aug. 24, 2004	Renewed
Electrastar	2,870,843	Registered Aug. 10, 2004	Renewed
Electrasoft	2,911,981	Registered Dec. 21, 2004	Renewed
Electraprime	2,954,759	Registered May 24, 2005	Renewed
Folded Paper Design	2,731,592	Registered Jul. 01, 2003	Renewed
SAGE	4,208,850	Registered Sep. 18, 2012	Registered

SAGE & Design	4,208,851	Registered Sep. 18, 2012	Registered
Silverliner	2,071,194	Registered Jun. 17, 1997	Renewed
Titaniumliner	1,975,423	Registered May 21, 1996	Renewed
Chromiumliner	1,983,054	Registered Jun. 25, 1996	Renewed
Bronzelineer	1,983,053	Registered Jun. 25, 1996	Renewed
ADVANCE	5,765,568	Registered May 28, 2019	Registered