

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOISE WHITE PAPER, L.L.C.		11/04/2011	LIMITED LIABILITY COMPANY: DELAWARE
DESIGN PACKAGING, INC.		11/04/2011	CORPORATION: GEORGIA
THARCO CONTAINERS, INC.		11/04/2011	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	740924	SUMMIT	
Registration Number:	1159974	SUMMIT	
Registration Number:	1802697	TIMBERLINE BOND	
Registration Number:	2135927	TONER GRIP	
Registration Number:	2265356	FLEXOFOLD	
Registration Number:	2797246	DAKOTA DIGITAL BOOK	
Registration Number:	2909191	SPLOX	
Registration Number:	3044175	VALUESAFETY	
Registration Number:	3184482	BEWARE	
Registration Number:	3254435	CHECKPROTECT	
Registration Number:	3429175	BUNDLE	
Registration Number:	3429176	PAPER ON THE GO	

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TRADEMARK  
 REEL: 004659 FRAME: 0312

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Registration Number:	3429177	BUNDLE PAPER ON THE GO
Registration Number:	3430557	ASPEN
Registration Number:	3443400	SPLOX SPEED LOADING BOX
Registration Number:	3510405	X-9
Registration Number:	3510406	SPLOX SPEED LOADING BOX
Registration Number:	3510408	XMP
Registration Number:	3519155	BEYOND WHAT'S EXPECTED.
Registration Number:	3570428	FIREWORX
Registration Number:	3647379	MANY NEEDS. ONE PAPER. PROVEN RESULTS.
Registration Number:	3647380	ECOGR
Registration Number:	3917823	BOISE POLARIS
Registration Number:	3986169	BOISE PAPER CHAIN
Registration Number:	3989811	WHERE PAPER MEETS PURPOSE
Registration Number:	3989813	DIVERSE EARTH
Registration Number:	4041354	HDP
Registration Number:	4041356	THE BRIGHT STAR IN PAPER
Registration Number:	1784095	WHY WRAP?
Registration Number:	2691225	ECOLOCK BY WHY WRAP? ECOLOGY ECONOMY
Registration Number:	1725543	THARCO DEPENDABILITY-QUALITY-SERVICE
Registration Number:	2062933	T-LAM
Serial Number:	76691936	BOISE COMPEL
Serial Number:	76691937	BOISE INFORM

#### CORRESPONDENCE DATA

Fax Number: (866)826-5420

Phone: 3016380511

Email: ipresearchplus@comcast.net

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER: 37530

NAME OF SUBMITTER: Penelope J.A. Agodoa

Signature: /pja/

**TRADEMARK**  
**REEL: 004659 FRAME: 0313**

11/10/2011

**Total Attachments: 12**

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## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

BOISE WHITE PAPER, L.L.C.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☒ Other Delaware limited liability company

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☒ Yes ☐ No

### 3. Nature of conveyance /Execution Date(s) :

Execution Date(s) NOVEMBER 4, 2011

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 270 PARK AVENUE

City: NEW YORK

State: NEW YORK

Country: USA Zip: 10017

- ☒ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
PLEASE SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)  
PLEASE SEE ATTACHED SCHEDULE

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: \_\_\_\_\_

Attn: Penelope J.A. Agodoa

Street Address: \_\_\_\_\_

21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

### 6. Total number of applications and registrations involved:

34

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☐ Enclosed

### 8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

### 9. Signature:

Signature

NOVEMBER 10, 2011

Date

ERIC SPIERER

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 004659 FRAME: 0315

Additional conveying parties:

DESIGN PACKAGING, INC., a Georgia corporation

THARCO CONTAINERS, INC., a Colorado corporation

PATENT AND TRADEMARK SECURITY AGREEMENT dated as of November 4, 2011 (this "Agreement"), among BZ Intermediate Holdings LLC, a Delaware limited liability company ("Holdings"), Boise Paper Holdings, L.L.C., a Delaware limited liability company (the "Borrower"), the other Subsidiary Loan Parties from time to time party hereto and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of November 4, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, the Borrower, the Lenders from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of November 4, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other Subsidiary Loan Parties from time to time party thereto and JPMCB, as Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Loan Parties party hereto (other than the Borrower) are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) (i) all letters patent of the United States of America or the equivalent thereof in any other country, all registrations thereof, and all applications for letters patent of the United States of America or the equivalent thereof in any other country, including registrations and pending applications in the United States Patent and Trademark Office or any similar office in any other country, including, in the case of any Grantor, any of the foregoing set forth next to its

name on Schedule I hereto, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein; and

(b) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations thereof, and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including, in the case of any Grantor, any of the foregoing set forth next to its name on Schedule II hereto and, (ii) all goodwill associated therewith or symbolized thereby, including any rights or interests that reflect or embody such goodwill.


SECTION 3. 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 Patent and Trademark 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 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.


[Signature Pages Follow]

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


BOISE WHITE PAPER, L.L.C.

SDA by   
Name: Samuel K. Cotterell  
Title: Sr. Vice President &  
Chief Financial Officer


DESIGN PACKAGING, INC.

SDA by   
Name: Samuel K. Cotterell  
Title: Sr. Vice President

BOISE PACKAGING & NEWSPRINT,  
L.L.C.

SDA by   
Name: Samuel K. Cotterell  
Title: Sr. Vice President &  
Chief Financial Officer

THARCO CONTAINERS, INC.

SDA by   
Name: Samuel K. Cotterell  
Title: Sr. Vice President



JPMORGAN CHASE BANK, N.A., as  
Administrative Agent,

by



Name: Peter S. Predun  
Title: Executive Director

[[3314044]]

[Signature Page to Patent and Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004659 FRAME: 0320**

SCHEDULE I

Patents Owned by Boise White Paper, L.L.C.

*U.S. Patent Registrations*

<u>Type</u>	<u>Registration No.</u>	<u>Expiration Date</u>
Utility	5,353,996	02/18/2013
Utility	5,729,913	08/21/2016
Utility	6,947,150	08/02/2023
Utility	7,367,490	01/20/2025
Design	D558,573	01/01/2022
Design	D548,590	08/14/2021
Design	D568,738	05/13/2022

*U.S. Published Patent Applications*

None.

Patents Owned by Design Packaging, Inc.

*U.S. Patent Registrations*

<u>Type</u>	<u>Registration No.</u>	<u>Expiration Date</u>
Utility	5350108	10/14/2012
Utility	5507428	01/27/2015

*U.S. Published Patent Applications*

None.

Patents Owned by Boise Packaging & Newsprint, L.L.C..

*U.S. Patent Registrations*

None.

*U.S. Published Patent Applications*

<u>Type</u>	<u>Application No.</u>	<u>Filing Date</u>
Utility	12/367,101	020/6/2009
Utility	29/388,589	03/30/2011

## SCHEDULE II

### Trademarks Owned by Boise White Paper, L.L.C

#### *U.S. Trademark Registrations*

<u>Mark</u>	<u>Registration No.</u>	<u>Expiration Date</u>
SUMMIT®	740,924	11/20/2012
SUMMIT®	1,159,974	07/07/2011
TIMBERLINE BOND®	1,802,697	11/02/2013
TONER GRIP®	2,135,927	02/10/2018
FLEXOFOLD®	2,265,356	07/27/2019
DAKOTA DIGITAL BOOK®	2,797,246	12/23/2013
SPLOX®	2,909,191	12/07/2014
VALUESAFETY®	3,044,175	01/17/2016
BEWARE®	3,184,482	12/12/2016
CHECKPROTECT AND DESIGN®	3,254,435	06/26/2017
BUNDLE®	3,429,175	05/20/2018
PAPER ON THE GO®	3,429,176	05/20/2018
BUNDLE (Design)™	3,429,177	05/20/2018
ASPEN®	3,430,557	05/20/2018
SPLOX SPEED LOADING BOX®	3,443,400	06/10/2018
X-9®	3,510,405	10/07/2018
SPLOX DESIGN®	3,510,406	10/07/2018
XMP®	3,510,408	10/07/2018
Beyond What's Expected. ®	3,519,155	10/21/2018
FIREWORX® and Design®	3,570,428	02/03/2019
MANY NEEDS. ONE PAPER. PROVEN RESULTS.®	3,647,379	06/30/2019
ECOOGR®	3,647,380	06/30/2019
BOISE POLARIS®	3,917,823	02/28/2021
BOISE PAPER CHAIN®	3,986,169	06/28/2021
WHERE PAPER MEETS PURPOSE®	3,989,811	07/05/2021
DIVERSE EARTH®/DE	3,989,813	07/05/2021
HD:P Design™	4,041,354	10/18/2021
THE BRIGHT STAR IN PAPER™	4,041,356	10/18/2021

#### *U.S. Trademark Applications*

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
BOISE COMPEL™	76/691,936	08/08/2008
BOISE INFORM™	76/691,937	08/08/2008

Trademarks Owned by Design Packaging, Inc..

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Registration No.</u>	<u>Expiration Date</u>
WHY WRAP	1784095	07/27/2013
ECOLOCK BY WHY WRAP? ECOLOGY ECONOMY	2691225	02/25/2013

*U.S. Trademark Applications*

None.

Trademarks Owned by Tharco Containers, Inc. (formerly known as Tharco Containers  
Colorado, Inc.)

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Registration No.</u>	<u>Expiration Date</u>
THARCO-DEPENDABILITY- QUALITY-SERVICE & Design	1725543	10/20/2012
T-LAM	2062933	05/20/2017

*U.S. Trademark Applications*

None.

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