

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK COLLATERAL AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Appvion, Inc.		06/28/2013	CORPORATION: DELAWARE
Paperweight Development Corp.		06/28/2013	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	2879977	ALPHA
Registration Number:	2730105	APPLETON
Registration Number:	2084804	APPLETON PAPERS
Registration Number:	2860269	APPLETON WHAT IDEAS CAN DO
Registration Number:	2973698	ASSURMARK
Registration Number:	1989113	DOCUCHECK
Registration Number:	2037533	DOCUCHECK
Registration Number:	2155258	DOCUCHECK BASIC
Registration Number:	3169940	DOCUCHECK GHOST
Registration Number:	2155259	DOCUCHECK WATERMARK
Registration Number:	2933082	DOCUMARK
Registration Number:	2019512	E
Registration Number:	2556953	ECARBONLESS

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Registration Number:	1995462	ECOGUARD
Registration Number:	3592902	ENCAPSYS
Registration Number:	2787242	HEATSAFE
Registration Number:	2918274	HIYIELD
Registration Number:	2602692	IMPEDE
Registration Number:	2987512	INSTANT REPLAY
Registration Number:	1587789	INTEGRA
Registration Number:	3269539	LIGHTSAFE
Registration Number:	3476165	LINEMARK
Registration Number:	2960835	MONDIAL MARK
Registration Number:	2086442	
Registration Number:	3001133	PIP
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:	3108753	
Registration Number:	2757017	TECHMARK
Registration Number:	3175214	TECHMARK PENTICK PLUS
Registration Number:	3366652	TECHMARK PENTICK PLUS SWIPER
Registration Number:	1981668	E THE SEAL OF EXCELLENCE.
Registration Number:	3131845	THERMART
Registration Number:	2137772	TONERFUSE
Registration Number:	2022561	ULTIMARK
Registration Number:	2112800	
Registration Number:	2051395	WAVEX
Registration Number:	2802815	WHAT IDEAS CAN DO
Registration Number:	1743930	XERO/FORM
Registration Number:	2774509	APPLETON COATED

CORRESPONDENCE DATA

Fax Number: 2129692900

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

**TRADEMARK
REEL: 005063 FRAME: 0610**

Phone: 212-969-3000
Email: trademark@proskauer.com, ypan@proskauer.com
Correspondent Name: Celia R. Muller
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	40767-106
NAME OF SUBMITTER:	Celia R. Muller
Signature:	/Celia R. Muller/
Date:	07/03/2013

Total Attachments: 9

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

TRADEMARK COLLATERAL AGREEMENT (this “**Agreement**”), dated as of June 28, 2013, 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 Jefferies Finance LLC as Administrative Agent (in such capacity, the “Administrative Agent”), parties to the Credit Agreement, dated as of the date hereof (as amended, restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), among Appvion, Inc., a Delaware corporation (the “Borrower”), Paperweight Development Corp., a Wisconsin corporation (“Holdings”), the Administrative Agent, Fifth Third Bank as Revolver Agent, Swing Line Lender and L/C Issuer, KeyBank National Association as Documentation Agent, and the Lenders.

Reference is made to the Guarantee and Collateral Agreement dated as of June 28, 2013 (as amended, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), among the Grantors 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 Trademarks 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.

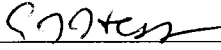
PAPERWEIGHT DEVELOPMENT CORP.,
a Wisconsin corporation

By: P. Fletcher
Name: Jeffrey J. Fletcher
Title: Controller

APPVION, INC.,
a Delaware corporation

By: P. Fletcher
Name: Jeffrey J. Fletcher
Title: Controller

JEFFERIES FINANCE LLC, as Administrative Agent

By: 

Name: E.J.Hess

Title: Managing Director

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

[See attached.]

TRADEMARKS

U.S. Registered Trademarks:

<u>Trademark Name</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
ALPHA	76384973	2879977	31-Aug-2004	Appvion, Inc.
Appleton (new design)	76264905	2730105	24-Jun-2003	Appvion, Inc.
APPLETON PAPERS & Design	75026306	2084804	29-Jul-1997	Appvion, Inc.
APPLETON WHAT IDEAS CAN DO	78269164	2860269	06-Jul-2004	Appvion, Inc.
ASSURMARK	78295654	2973698	19-Jul-2005	Appvion, Inc.
DOCUCHECK	74559314	1989113	23-Jul-1996	Appvion, Inc.
DOCUCHECK & Design	74581221	2037533	11-Feb-1997	Appvion, Inc.
DOCUCHECK BASIC	75022678	2155258	05-May-1998	Appvion, Inc.
DOCUCHECK GHOST	78602211	3169940	07-Nov-2006	Appvion, Inc.
DOCUCHECK WATERMARK	75022679	2155259	05-May-1998	Appvion, Inc.
DOCUMARK	78367122	2933082	15-Mar-2005	Appvion, Inc.
E and design	74459804	2019512	26-Nov-1996	Appvion, Inc.
ECARBONLESS	75896050	2556953	02-Apr-2002	Appvion, Inc.
ECOGUARD	74720888	1995462	20-Aug-1996	Appvion, Inc.
ENCAPSYS	77976524	3592902	17-Mar-2009	Appvion, Inc.
HEATSAFE	76372735	2787242	25-Nov-2003	Appvion, Inc.
HIYIELD	78303979	2918274	11-Jan-2005	Appvion, Inc.
IMPEDE	76228628	2602692	30-Jul-2002	Appvion, Inc.
INSTANT REPLAY	78432653	2987512	23-Aug-2005	Appvion, Inc.
INTEGRA	73818573	1587789	20-Mar-1990	Appvion, Inc.
LIGHTSAFE	78619917	3269539	24-Jul-2007	Appvion, Inc.
LINEMARK	77356691	3476165	29-Jul-2008	Appvion, Inc.
MONDIAL MARK	78215246	2960835	07-Jun-2005	Appvion, Inc.

<u>Trademark Name</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
PAPER Design	75026304	2086442	05-Aug-1997	Appvion, Inc.
PIP	78370108	3001133	27-Sep-2005	Appvion, Inc.
POLYTHERM	73736617	1542493	06-Jun-1989	Appvion, Inc.
POS PLUS	75896051	2425100	30-Jan-2001	Appvion, Inc.
PRESSPRO	76372738	2772409	07-Oct-2003	Appvion, Inc.
RECOVER (for carbonless)	74032744	1665465	19-Nov-1991	Appvion, Inc.
RESISTE	76450463	2960163	07-Jun-2005	Appvion, Inc.
SECURATHERM	74356402	1856253	27-Sep-1994	Appvion, Inc.
Stylized Swirl design	78496846	3108753	27-Jun-2006	Appvion, Inc.
TECHMARK	76296148	2757017	26-Aug-2003	Appvion, Inc.
TECHMARK PENTICK PLUS	78574465	3175214	21-Nov-2006	Appvion, Inc.
TECHMARK PENTICK PLUS	78573978	3366652	01-Jan-2008	.
SWIPER				Appvion, Inc..
E THE SEAL OF EXCELLENCE	74581904	1981668	18-Jun-1996	Appvion, Inc.
THERMART	78297150	3131845	22-Aug-2006	Appvion, Inc.
TONERFUSE	75053445	2137772	17-Feb-1998	Appvion, Inc.
ULTIMARK	74653678	2022561	10-Dec-1996	Appvion, Inc.
WAVE Design	75028257	2112800	11-Nov-1997	Appvion, Inc.
WAVEX	74669538	2051395	08-Apr-1997	Appvion, Inc.
WHAT IDEAS CAN DO	76168328	2802815	06-Jan-2004	Appvion, Inc.
XERO/FORM	74237127	1743930	29-Dec-1992	Appvion, Inc.
APPLETON COATED	76244959	2774509	21-Oct-2003	Appvion, Inc.

Canada Registered Trademarks and Trademark Applications

Trademark Name	Serial Number	Registration Number	Registration Date	Owner
A & Design	0454619	TMA278517	08-April-1983	Appleton Papers Inc.
LASERSNAP	0832874	TMA495042	21-May-1998	Appleton Papers Inc.
STYLIZED SWIRL DESIGN	1122881	TMA625551	16-Nov-2004	Appleton Papers Inc.
TECHMARK	1377136	TMA775850	31-Aug-2010	Appleton Papers Inc.
XERO/FORM	0707134	TMA428904	17-June-1994	Appleton Papers Inc.
HEATSAFE	1146083	TMA662589	12-April-2006	Appleton Papers Inc.
DOCUCHECK	0768237	TMA448158	22-Sept-1995	Appleton Papers Inc.
RECOVER	0672821	TMA423562	25-Feb-1994	Appleton Papers Inc.
A APPVION & Design	1619090			Appleton Papers Inc.
LUCENCE	0860708	TMA520073	30-Nov-1999	Appleton Papers Inc.
IMPEDE	1115096	TMA582421	27-May-2003	Appleton Papers Inc.
AVARIO	1081606	TMA574529	28-Jan-2003	Appleton Papers Inc.
A APPVION & Design	1619092			Appleton Papers Inc.
MONDIAL MARK	1171690	TMA676916	14-Nov-2006	Appleton Papers Inc.
APPLETON & Design	1123034	TMA590745	25-Sept-2003	Appleton Papers Inc.
WHAT IDEAS CAN DO	1103566	TMA647628	08-Sept-2005	Appleton Papers Inc.
ALPHA	1146085	TMA708538	28-Feb-2008	Appleton Papers Inc.
WAVE Design	0803215	TMA486978	12-Dec-1997	Appleton Papers Inc.
APPVION	1578123			Appleton Papers Inc.
APPLETON PAPERS & Design	0803216	TMA492290	02-April-1998	Appleton Papers Inc.
DOCUMARK	1115101	TMA672876	19-Sep-2006	Appleton Papers Inc.
THERMART	1146084	TMA644332	14-July-2005	Appleton Papers Inc.
DUAL	1146087	TMA724832	30-Sept-2008	Appleton Papers Inc.

<u>Trademark Name</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
SECURATHERM	0729654	TMA429202	17-June-1994	Appleton Papers Inc.
RECOVER	0653327	TMA382479	29-Mar-1991	Appleton Papers Inc.
ECARBONLESS	1081607	TMA571217	25-Nov-2002	Appleton Papers Inc.
INTEGRA	0638333	TMA382908	12-April-1991	Appleton Papers Inc.
POLYTHERM	0594919	TMA376340	30-Nov-1990	Appleton Papers Inc.
PAPER SHEETS Design	0803214	TMA504075	16-Nov-1998	Appleton Papers Inc.
ENCAPSYS	1455801	TMA801900	11-July-2011	Appleton Papers Inc.
WAVEX	0790304	TMA506297	11-Jan-1999	Appleton Papers Inc.
PRESSPRO	1146086	TMA640405	25-May-2005	Appleton Papers Inc.
RÉSISTE	1146082	TMA671309	28-Aug-2006	Appleton Papers Inc.
ECOGUARD	0765367	TMA448140	22-Sept-1995	Appleton Papers Inc.