

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Collateral Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Appvion, Inc.		11/19/2013	CORPORATION:
Paperweight Development Corp.		11/19/2013	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	U.S. Bank National Association
<b>Street Address:</b>	60 LIVINGSTON AVENUE
<b>City:</b>	ST. PAUL
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55107-2292
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 53**

Property Type	Number	Word Mark
Serial Number:	76384973	ALPHA
Serial Number:	76264905	APPLETON
Serial Number:	75026306	APPLETON PAPERS
Serial Number:	78269164	APPLETON WHAT IDEAS CAN DO
Serial Number:	78295654	ASSURMARK
Serial Number:	77837228	BUILT TO RUN
Serial Number:	74559314	DOCUCHECK
Serial Number:	74581221	DOCUCHECK
Serial Number:	75022678	DOCUCHECK BASIC
Serial Number:	78602211	DOCUCHECK GHOST
Serial Number:	75022679	DOCUCHECK WATERMARK
Serial Number:	78367122	DOCUMARK
Serial Number:	74459804	E

CH \$1340.00 76384973

Serial Number:	75896050	ECARBONLESS
Serial Number:	74720888	ECOGUARD
Serial Number:	77976524	ENCAPSYS
Serial Number:	76372735	HEATSAFE
Serial Number:	78303979	HIYIELD
Serial Number:	76228628	IMPEDE
Serial Number:	78432653	INSTANT REPLAY
Serial Number:	73818573	INTEGRA
Serial Number:	78619917	LIGHTSAFE
Serial Number:	77356691	LINEMARK
Serial Number:	78215246	MONDIAL MARK
Serial Number:	75026304	
Serial Number:	78370108	PIP
Serial Number:	73736617	POLYTHERM
Serial Number:	75896051	POS PLUS
Serial Number:	76372738	PRESSPRO
Serial Number:	74032744	RECOVER
Serial Number:	76450463	RÉSISTE
Serial Number:	74356402	SECURATHERM
Serial Number:	78496846	
Serial Number:	76296148	TECHMARK
Serial Number:	78574465	TECHMARK PENTICK PLUS
Serial Number:	78573978	TECHMARK PENTICK PLUS SWIPER
Serial Number:	74581904	E THE SEAL OF EXCELLENCE.
Serial Number:	78297150	THERMART
Serial Number:	75053445	TONERFUSE
Serial Number:	74653674	ULTIMARK
Serial Number:	75028257	
Serial Number:	74669538	WAVEX
Serial Number:	76168328	WHAT IDEAS CAN DO
Serial Number:	74237127	XERO/FORM
Serial Number:	76244959	APPLETON COATED
Serial Number:	85612163	APPVION
Serial Number:	85767053	A APPVION
Serial Number:	85767093	A APPVION

	85855183	APPLETON DIGITAL
Serial Number:	86016350	ENFINIT
Serial Number:	85951495	ENLIGHTEN
Serial Number:	85952411	ENSENSA
Serial Number:	85908184	THERMASENSE

**CORRESPONDENCE DATA**

Fax Number: 2123108007  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 2123108000  
Email: brian.lee@weil.com  
Correspondent Name: Adrienne Baker  
Address Line 1: Weil, Gotshal & Manges LLP  
Address Line 2: 767 Fifth Avenue  
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	21151.0112/A. BAKER/BL
NAME OF SUBMITTER:	Adrienne Baker
Signature:	/Adrienne Baker/
Date:	11/19/2013

**Total Attachments: 9**

source=US\_Active\_Executed - Second Lien Trademark Collateral Agreement\_44372888\_1#page1.tif  
source=US\_Active\_Executed - Second Lien Trademark Collateral Agreement\_44372888\_1#page2.tif  
source=US\_Active\_Executed - Second Lien Trademark Collateral Agreement\_44372888\_1#page3.tif  
source=US\_Active\_Executed - Second Lien Trademark Collateral Agreement\_44372888\_1#page4.tif  
source=US\_Active\_Executed - Second Lien Trademark Collateral Agreement\_44372888\_1#page5.tif  
source=US\_Active\_Executed - Second Lien Trademark Collateral Agreement\_44372888\_1#page6.tif  
source=US\_Active\_Executed - Second Lien Trademark Collateral Agreement\_44372888\_1#page7.tif  
source=US\_Active\_Executed - Second Lien Trademark Collateral Agreement\_44372888\_1#page8.tif  
source=US\_Active\_Executed - Second Lien Trademark Collateral Agreement\_44372888\_1#page9.tif

**SECOND LIEN TRADEMARK COLLATERAL AGREEMENT**

This SECOND LIEN TRADEMARK COLLATERAL AGREEMENT, dated as of November 19, 2013 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by Appvion, Inc., a Delaware corporation (the “**Company**”) and Paperweight Development Corp., a Wisconsin corporation (“**Holdings**”, and together with the Company and any other entity that may become a party hereto as provided herein, the “**Grantors**”), in favor of U.S. Bank National Association, as collateral agent (in such capacity and together with its successors and assigns in such capacity, the “**Collateral Agent**”) for the Secured Parties.

WHEREAS, the Company, Holdings, the guarantors party thereto and U.S. Bank National Association, as trustee, have entered into an Indenture, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Indenture**”), and pursuant thereto, the Company is issuing, and the guarantors party thereto are guaranteeing, \$250,000,000 in aggregate principal amount of 9.000% Second Lien Senior Secured Notes due 2020 (the “**Notes**”);

WHEREAS, as a condition precedent to the obligations of the initial purchasers of the Notes to purchase the Notes, the Grantors have entered into that certain Second Lien Collateral Agreement dated as of November 19, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), among the Grantors and the Collateral Agent; and

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted to the Collateral Agent a second lien security interest in, among other property, certain intellectual property of the Grantors.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees 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 Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a second lien 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:

- (i) 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 of Security Interests. 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 second lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of such Grantor’s Obligations thereunder. The Collateral 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 Collateral 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 Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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:                     FLETCHER                      
Name: Jeffrey J. Fletcher  
Title: Vice President and Controller

**APPVION, INC.**  
a Delaware corporation

By:                     FLETCHER                      
Name: Jeffrey J. Fletcher  
Title: Vice President and Controller

[Signature Page to Second Lien Trademark Collateral Agreement]

U.S. BANK NATIONAL ASSOCIATION,  
as Collateral Agent

By:   
Name: Steven F. Posto  
Title: Vice President

[Signature Page to Second Lien Trademark Collateral Agreement]

**TRADEMARK**  
**REEL: 005157 FRAME: 0722**

**Schedule I to  
Trademark Collateral Agreement**

**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.
BUILT TO RUN	77837228	3901656	04-Jan-2011	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.



<u>Trademark Name</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
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.
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	74653674	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.

<b>Trademark Name</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Owner</b>
APPLETON COATED	76244959	2774509	21-Oct-2003	Appvion, Inc.
APPVION	85612163			Appvion, Inc.
A Appvion (vertical)	85/767053			Appvion, Inc.
A Appvion (horizontal)	85/767,093			Appvion, Inc.
Appleton Digital	85/855183			Appvion, Inc.
Enfinit	86/016350			Appvion, Inc.
Enlighten	85/951495			Appvion, Inc.
Ensensa	85/952411			Appvion, Inc.
Thermasense	85/908184			Appvion, Inc.

### Trademark Registrations with the Office of the Secretary of State - State of Wisconsin

<b>Mark</b>	<b>Last Name/ Corporation</b>	<b>Registration Date</b>
ROYALE	APPLETON PAPERS INC	7/9/2003
DOCUMARK	APPLETON PAPERS INC	2/18/2004
ENCAPSYS	APPLETON PAPERS INC.	10/7/2009
APPLETON (stylized owrd)	APPLETON PAPERS INC.	3-24-2010
What Ideas Can Do	APPLETON PAPERS INC.	12-11-2002
SUCCESS RESOURCES	APPLETON PAPERS INC.	3-12-2008
(red fiber field –(no words)	APPLETON PAPERS INC.	12-1-2010
POS PLUS	APPLETON PAPERS INC.	8-18-2010
FORGEBLOC	APPLETON PAPERS INC.	8-7-2002
ECARBONLESS	APPLETON PAPERS INC.	8-18-2010
DIGITAL	APPVION, INC.	3-6-2013

### Canada Registered Trademarks and Trademark Applications

<b>Trademark Name</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Owner</b>
A & Design	0454619	TMA278517	08-April-1983	Appvion, Inc.
LASERSNAP	0832874	TMA495042	21-May-1998	Appvion, Inc.
STYLIZED SWIRL DESIGN	1122881	TMA625551	16-Nov-2004	Appvion, Inc.
TECHMARK	1377136	TMA775850	31-Aug-2010	Appvion, Inc.
XERO/FORM	0707134	TMA428904	17-June-	Appvion, Inc.

<u>Trademark Name</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
			1994	
HEATSAFE	1146083	TMA662589	12-April-2006	Appvion, Inc.
DOCUCHECK	0768237	TMA448158	22-Sept-1995	Appvion, Inc.
RECOVER	0672821	TMA423562	25-Feb-1994	Appvion, Inc.
A APPVION & Design	1619090			Appvion, Inc.
LUCENCE	0860708	TMA520073	30-Nov-1999	Appvion, Inc.
IMPEDE	1115096	TMA582421	27-May-2003	Appvion, Inc.
AVARIO	1081606	TMA574529	28-Jan-2003	Appvion, Inc.
A APPVION & Design	1619092			Appvion, Inc.
MONDIAL MARK	1171690	TMA676916	14-Nov-2006	Appvion, Inc.
APPLETON & Design	1123034	TMA590745	25-Sept-2003	Appvion, Inc.
WHAT IDEAS CAN DO	1103566	TMA647628	08-Sept-2005	Appvion, Inc.
ALPHA	1146085	TMA708538	28-Feb-2008	Appvion, Inc.
WAVE Design	0803215	TMA486978	12-Dec-1997	Appvion, Inc.
APPVION	1578123			Appvion, Inc.
APPLETON PAPERS & Design	0803216	TMA492290	02-April-1998	Appvion, Inc.
DOCUMARK	1115101	TMA672876	19-Sept-2006	Appvion, Inc.
THERMART	1146084	TMA644332	14-July-2005	Appvion, Inc.
DUAL	1146087	TMA724832	30-Sept-2008	Appvion, Inc.
SECURATHERM	0729654	TMA429202	17-June-1994	Appvion, Inc.
RECOVER	0653327	TMA382479	29-Mar-1991	Appvion, Inc.
ECARBONLESS	1081607	TMA571217	25-Nov-2002	Appvion, Inc.
INTEGRA	0638333	TMA382908	12-April-1991	Appvion, Inc.
POLYTHERM	0594919	TMA376340	30-Nov-1990	Appvion, Inc.
PAPER SHEETS Design	0803214	TMA504075	16-Nov-1998	Appvion, Inc.
ENCAPSYS	1455801	TMA801900	11-July-2011	Appvion, Inc.

<b>Trademark Name</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Owner</b>
WAVEX	0790304	TMA506297	11-Jan-1999	Appvion, Inc.
PRESSPRO	1146086	TMA640405	25-May-2005	Appvion, Inc.
RÉSISTE	1146082	TMA671309	28-Aug-2006	Appvion, Inc.
ECOGUARD	0765367	TMA448140	22-Sept-1995	Appvion, Inc.

EAST\65961218.4