

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		11/19/2013	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Appleton Papers Inc.
Street Address:	825 East Wisconsin Avenue
City:	Appleton
State/Country:	WISCONSIN
Postal Code:	54911
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 53

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:	3901656	BUILT TO RUN
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
Serial Number:	85612163	APPVION
Serial Number:	85767053	A APPVION
Serial Number:	85767093	A APPVION
Serial Number:	85855183	APPLETON DIGITAL

	86016350	ENFINIT
Serial Number:	85951495	ENLIGHTEN
Serial Number:	85952411	ENSENSA
Serial Number:	85908184	THERMASENSE

**CORRESPONDENCE DATA**

Fax Number: 2156562498

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

Phone: 215-656-2458

Email: pto.phil@dlapiper.com

Correspondent Name: William L. Bartow

Address Line 1: 1650 Market Street, Suite 4900

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:

381646-14 APV-1-B

NAME OF SUBMITTER:

William L. Bartow

Signature:

/William L. Bartow/

Date:

11/20/2013

**Total Attachments: 9**

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## Release of Lien on and Security Interest in Trademarks

This Release of Lien on and Security Interest in Trademarks (this "Release"), dated as of November 19, 2013, is made by U.S. BANK NATIONAL ASSOCIATION, in its capacity as Collateral Agent pursuant to the Indenture (in such capacity, the "Collateral Agent") in favor of APPVION, INC., formerly APPLETON PAPERS INC. ("Grantor"). All terms used but not otherwise defined herein shall have the meanings ascribed to those terms in the Indenture or Collateral Agreement (as such terms are defined below).

WHEREAS, pursuant to that certain Indenture, dated as of September 30, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Indenture"), by and among the Collateral Agent, Grantor, and any other parties thereto;

WHEREAS, pursuant to the Indenture, the Grantor entered into that certain Second-Lien Collateral Agreement, dated as of September 30, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement");

WHEREAS, pursuant to (a) the Collateral Agreement and (b) that certain Grant of Security Interest in Trademarks, dated as of September 30, 2009, by Grantor in favor of the Collateral Agent (the "Trademark Security Agreement"), Grantor assigned and transferred and granted to the Collateral Agent a security interest in the trademarks now owned or at any time thereafter acquired by the Grantor or in which the Grantor then had or at any time in the future may have acquired any right, title or interest (including, without limitation, those trademarks and trademark application listed on Schedule I hereto) (the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on October 7, 2009, at Reel 04074, Frame 0937; and

WHEREAS, the Collateral Agent has agreed to release, relinquish and discharge to Grantor any and all security interest in and lien on the Trademark Collateral held by the Collateral Agent.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent agrees, for the benefit of Grantor, as follows:

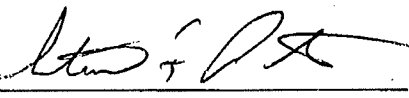
1. The Collateral Agent, for itself and any other secured parties, hereby terminates the Trademark Security Agreement and hereby terminates, releases, cancels, relinquishes and discharges to the Grantor all liens and security interests the Collateral Agent has in, to and under the Trademark Collateral. All rights in and to the Trademark Collateral hereby revert to the Grantor.
2. The Collateral Agent represents and warrants that it has the full power and authority to execute this Release.

3. The Collateral Agent hereby agrees, at the expense of Grantor, to take any reasonable actions and to execute any further documents or amendments of this Release necessary or reasonably requested by Grantor to effectuate, record or evidence the release of the Collateral Agent's collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral listed in Schedule I or otherwise subject to the Indenture, Collateral Agreement or Trademark Security Agreement.
4. The Collateral Agent authorizes and requests the United States Patent and Trademark Office and/or the applicable foreign authorities to record this Release.
5. This Release may be executed in any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Release by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. This Release sets forth the entire understanding between the parties hereto with respect to the matters described herein and supersedes all prior agreements and understandings, whether oral or written, between the parties hereto with respect to such matters.
6. **THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS EXECUTED IN AND TO BE PERFORMED IN SUCH STATE, IRRESPECTIVE OF ITS CHOICE OF LAW RULES.**

*[Signature page follows.]*

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date hereinabove set forth.

U.S. Bank National Association, as Collateral Agent

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

ACCEPTED AND AGREED:

Appvion, Inc.

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

*[Signature page to Release]*

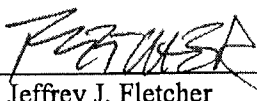
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U.S. Bank National Association, as Collateral Agent

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

ACCEPTED AND AGREED:

Appvion, Inc.

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

*[Signature page to Release]*

**SCHEDULE I****TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS****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.



Trademark Name	Serial Number	Registration Number	Registration Date	Owner
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	Appvion, Inc.
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.

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

<u>Mark</u>	<u>Last Name/ Corporation</u>	<u>Registration Date</u>
ROYALE	APPLETON PAPERS INC	7/9/2003
DOCUMARK	APPLETON PAPERS INC	2/18/2004
ENCAPSYS	APPLETON PAPERS INC.	10/7/2009
APPLETON (stylized oword)	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

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

Trademark Name	Serial Number	Registration Number	Registration Date	Owner
			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-Sep-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.

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