

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.		11/19/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue, 19th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3901656	BUILT TO RUN
Registration Number:	2022561	ULTIMARK
Serial Number:	85612163	APPVION
Serial Number:	85767053	A APPVION
Serial Number:	85767093	A APPVION
Serial Number:	85855183	APPLETON DIGITAL
Serial Number:	86016350	ENFINIT
Serial Number:	85951495	ENLIGHTEN
Serial Number:	85952411	ENSENSA
Serial Number:	85908184	THERMASENSE

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.

900272618

**TRADEMARK
 REEL: 005158 FRAME: 0975**

CH \$265.00 3901656

Phone: 212-969-3000
Email: trademark@proskauer.com
Correspondent Name: Jenifer deWolf Paine
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:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	11/21/2013

Total Attachments: 7
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TRADEMARK COLLATERAL AGREEMENT
(SHORT-FORM)

TRADEMARK COLLATERAL AGREEMENT (this "Agreement"), dated as of November 19, 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 June 28, 2013 (as amended by that certain First Amendment to Credit Agreement dated as of November 11, 2013 and as further 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: FLETCHER
Name: Jeffery J. Fletcher
Title: Vice President and Controller


APPVION, INC.,
a Delaware corporation

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

First Lien Trademark Collateral Agreement

TRADEMARK
REEL: 005158 FRAME: 0979

JEFFERIES FINANCE LLC, as Administrative Agent

By: 
Name: J. PAUL MC DANIEL
Title: MANAGING DIRECTOR

First Lien Trademark Collateral Agreement

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

U.S. Registered Trademarks and Trademark Applications

Trademark Name	Serial Number	Registration Number	Registration Date	Owner
BUILT TO RUN	77837228	3901656	04-Jan-2011	Appvion, Inc.
ULTIMARK	74653674	2022561	10-Dec-1996	Appvion, Inc.
APPVION	85612163			Appvion, Inc.
A Appvion (vertical)	85/767053			Appvion, Inc.
A Appvion (horizontal)	85/767093			Appvion, Inc.
Appleton Digital	85/855183			Appvion, Inc.
Enfinit	86/016350			Appvion, Inc.
Enlighten	85/951493			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

Mark	Last Name/ Corporation	Registration Date
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

Trademark Name	Serial Number	Registration Number	Registration Date	Owner
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-1994	Appvion, Inc.
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	TMA734832	30-Sept-2008	Appvion, Inc.
SECURATHERM	0729654	TMA429202	17-June-1994	Appvion, Inc.
RECOVER	0653327	TMA382479	29-Mar-1991	Appvion, Inc.

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Trademark Name	Serial Number	Registration Number	Registration Date	Owner
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.
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.

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