

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM315462

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Expera Specialty Solutions, LLC		08/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Agent		
<b>Street Address:</b>	901 Main Street, 14th Floor		
<b>Internal Address:</b>	Mail Code: TX1-492-14-11		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75202		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 37</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4517733		
<b>Registration Number:</b>	4362208	PALETTE	
<b>Registration Number:</b>	4306201	OPTISMOOTH	
<b>Registration Number:</b>	4306200	EXHIBITOR	
<b>Registration Number:</b>	4306199	FLUOROFREE	
<b>Registration Number:</b>	4306198	TRUPOP	
<b>Registration Number:</b>	4292549	ECO SELECT	
<b>Registration Number:</b>	3941028	EXPERTEC PLATEAU	
<b>Registration Number:</b>	3881776	ECO SELECT	
<b>Registration Number:</b>	3847895	ECO SELECT	
<b>Registration Number:</b>	3847894	ECO SELECT	
<b>Registration Number:</b>	3193847	NICOLET	
<b>Registration Number:</b>	3185437	XKL	
<b>Registration Number:</b>	3149275	PROPLY	
<b>Registration Number:</b>	3112449	PROTEC	
<b>Registration Number:</b>	3109804	PROCARE	
<b>Registration Number:</b>	3107363	EXPERTEC	
<b>Registration Number:</b>	3101348	PROREDI	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	3101347	PROGARD
Registration Number:	3090790	INVENTEC
Registration Number:	2811875	STEEL SHIELD
Registration Number:	2741429	FLEXCAL
Registration Number:	2236058	GREASE-GARD
Registration Number:	2127153	HI-FORM
Registration Number:	0903027	N
Registration Number:	0828585	THILMANY
Serial Number:	86304233	ADHERA
Serial Number:	86304226	DELICITERA
Serial Number:	86304220	PALETTERA
Serial Number:	86304215	SERVERA
Serial Number:	86304210	TEMPERA
Serial Number:	86304203	PRESERA
Serial Number:	86304190	INSU-GARD
Serial Number:	86304184	SILERA
Serial Number:	86304178	CULINERA
Serial Number:	86064226	
Serial Number:	86064215	MAKING BIG IDEAS FLY

**CORRESPONDENCE DATA**

**Fax Number:** 9192868199  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*  
**Phone:** 919 286-8000  
**Email:** PTO\_TMconfirmation@mvalaw.com  
**Correspondent Name:** Moore & Van Allen PLLC  
**Address Line 1:** 430 Davis Drive  
**Address Line 2:** Suite 500  
**Address Line 4:** Morrisville, NORTH CAROLINA 27560

<b>ATTORNEY DOCKET NUMBER:</b>	017625-4901
<b>NAME OF SUBMITTER:</b>	John E. Slaughter
<b>SIGNATURE:</b>	/John E. Slaughter/
<b>DATE SIGNED:</b>	08/28/2014

**Total Attachments: 6**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 28, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Bank of America, N.A., as administrative agent (in such capacity, together with its successors and permitted assigns in such capacity, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 28, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Specialty Papers Acquisition, LLC, a Delaware limited liability company ("Holdings"), Expera Specialty Solutions, LLC, a Delaware limited liability company (the "Borrower"), the other Loan Parties party thereto, the Lenders from time to time party thereto and Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to the Credit Agreement, to guarantee the Secured Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at state maturity, by acceleration or otherwise) of its respective Secured Obligations, hereby grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following now owned or at any time hereafter acquired by such Grantor or in which a Grantor now has or at any time in the future may acquire any right, title or interests (collectively, but excluding any Excluded Property, the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, provided, however, that the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

provided, however, notwithstanding the foregoing, no Lien or security interest is hereby granted on (and the definition of "Collateral" shall not include) any Excluded Property.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.


Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without regard to conflict of laws principles thereof that would result in the application of any law other than the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EXPERA SPECIALTY SOLUTIONS, LLC,  
as Grantor

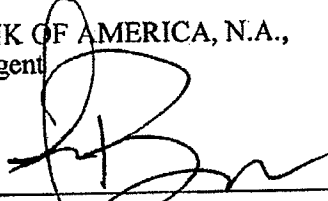
By:   
Name: Robert M. McNutt  
Title: Chief Financial Officer

EXPERA SPECIALTY SOLUTIONS, LLC  
TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 005353 FRAME: 0382

ACCEPTED AND AGREED  
as of the date first written:

BANK OF AMERICA, N.A.,  
as Agent

By:   
Name: Frank Byrne  
Title: Senior Vice President

EXPERA SPECIALTY SOLUTIONS, LLC  
TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 005353 FRAME: 0383

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Expera Specialty Solutions, LLC  
(Delaware Limited Liability Company)

U.S. Trademarks

Registered Marks

Mark	Reg. No.	Reg. Date
Design only	4517733	04/22/14
PALETTE	4362208	07/02/13
OPTISMOOTH	4306201	03/19/13
EXHIBITOR	4306200	03/19/13
FLUOROFREE	4306199	03/19/13
TRUPOP	4306198	03/19/13
ECO SELECT and Design	4292549	02/19/13
EXPERTEC PLATEAU	3941028	04/05/11
ECO SELECT	3881776	11/23/10
ECO SELECT and Design	3847895	09/14/10
ECO SELECT and Design	3847894	09/14/10
NICOLET	3193847	01/02/07
XKL	3185437	12/19/06
PROPLY	3149275	09/26/06
PROTEC	3112449	07/04/06
PROCARE	3109804	06/27/06
EXPERTEC	3107363	06/20/06
PROREDI	3101348	06/06/06
PROGARD	3101347	06/06/06
INVENTEC	3090790	05/09/06
STEEL SHIELD	2811875	02/03/04
FLEXCAL	2741429	07/29/03
GREASE-GARD	2236058	03/30/99
HI-FORM	2127153	01/06/98
N (Stylized)	0903027	11/24/70
THILMANY	0828585	05/09/67

Pending Applications

Mark	Appl. No.	Filing Date
ADHERA	86304233	06/09/14
DELICITERA	86304226	06/09/14
PALETTERA	86304220	06/09/14
SERVERA	86304215	06/09/14
TEMPERA	86304210	06/09/14
PRESERA	86304203	06/09/14
INSU-GARD	86304190	06/09/14

SILERA	86304184	06/09/14
CULINERA	86304178	06/09/14
Design only	86064226	09/13/13
MAKING BIG IDEAS FLY	86064215	09/13/13

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