

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM327435

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK COLLATERAL AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Keyes Fibre Corporation		12/23/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal, as Agent		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	763302	KEYES	
<b>Registration Number:</b>	760487	KEYES	
<b>Registration Number:</b>	2671853	KEYES	
<b>Registration Number:</b>	759854	FUL-VUE	
<b>Registration Number:</b>	408909	KYS	
<b>Registration Number:</b>	408864	KYS	
<b>Registration Number:</b>	2782255	MARK VI	
<b>Registration Number:</b>	1565981	SPRING CUSHION	
<b>Registration Number:</b>	2293520	SUPER POCKET	
<b>Registration Number:</b>	3690791	THE ORIGINAL GREEN COMPANY	
<b>Registration Number:</b>	2543876	EURO TRAYS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3026365454		
<i>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.</i>			
<b>Phone:</b>	800-927-9801 x 62348		
<b>Email:</b>	jpaterso@cscinfo.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 4:</b>	Washington, D.C. 20005		

CH \$290.00 763302

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	436883
<b>NAME OF SUBMITTER:</b>	Jean Paterson
<b>SIGNATURE:</b>	/jep/
<b>DATE SIGNED:</b>	12/29/2014

**Total Attachments: 5**

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## TRADEMARK COLLATERAL AGREEMENT

This 23rd day of December, 2014, Keyes Fibre Corporation, a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 3715 Chelan Highway, Wenatchee, WA, 98801, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to Bank of Montreal, ("*BMO*"), Bank of Montreal, a Canadian chartered bank acting through its Chicago branch with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations as set out in that certain Security Agreement bearing even date herewith among Debtor, the other debtors party thereto and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

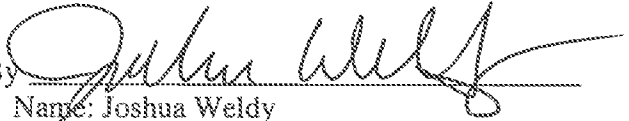
Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the mortgage, pledge and security interest in the trademarks, trademark

registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

KEYES FIBRE CORPORATION

By   
Name: Joshua Weldy  
Title: Chief Financial Officer, Vice President  
and Secretary

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL

By \_\_\_\_\_  
Name: Betzaida Erdelyi  
Title: Managing Director

[Signature Page to Trademark Collateral Agreement]

**TRADEMARK**  
**REEL: 005431 FRAME: 0242**

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

KEYES FIBRE CORPORATION

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL

By *Elizabeth Hartman*  
Name Elizabeth Hartman  
Title Vice President

[Signature Page to Trademark Collateral Agreement]

**TRADEMARK**  
**REEL: 005431 FRAME: 0243**

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.	GRANTED
EURO TRAYS	U.S. Reg. No. 2,543,876	March 5, 2002
KEYES	U.S. Reg. No. 763,302	January 21, 1964
KEYES	U.S. Reg. No. 760,487	November 26, 1963
KEYES & design	U.S. Reg. No. 2,671,853	January 7, 2003
FUL-VUE	U.S. Reg. No. 759,854	November 12, 1963
KYS	U.S. Reg. No. 408, 909	September 5, 1944
KYS & design	U.S. Reg. No. 408,864	August 29, 1944
MARK VI	U.S. Reg. No. 2,782,255	November 11, 2003
SPRING CUSHION	U.S. Reg. No. 1,565,981	November 14, 1989
SUPER POCKET	U.S. Reg. No. 2,293,520	November 16, 1999
THE ORIGINAL GREEN COMPANY	U.S. Reg. No. 3,609,791	September 29, 2009