

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM328082

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lincoln Paper and Tissue, LLC		12/11/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Siena Lending Group LLC		
<b>Street Address:</b>	1177 Summer Street		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06905		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2096470	HI-PLY	
<b>Registration Number:</b>	2212657	TACTIC REPLY CARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>	215-569-5619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye		
<b>Address Line 1:</b>	Blank Rome LLP		
<b>Address Line 2:</b>	One Logan Square, 8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-6998		
<b>ATTORNEY DOCKET NUMBER:</b>	140690-01019		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/		
<b>DATE SIGNED:</b>	01/06/2015		
<b>Total Attachments: 10</b>			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “Agreement”) made as of this 11<sup>th</sup> day of December, 2014 by LINCOLN PAPER AND TISSUE, LLC, a Delaware limited liability company (the “Grantor” or “Borrower”) in favor of SIENA LENDING GROUP LLC, as lender (“Lender”):

W I T N E S S E T H

WHEREAS, Grantor, LPT Holding, LLC, a Delaware limited liability company (“Parent”), as Loan Party Obligor (as defined therein), and Lender are parties to a certain Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the “Loan Agreement”) providing for the extensions of credit to be made to Borrower by Lender; and

WHEREAS, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor’s trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor’s entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the “Trademarks”, “Patents” and “Copyrights”) together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to Grantor as of the date hereof.

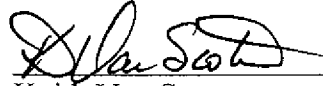
4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).

5. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND GRANTOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFOREMENTIONED COURTS. GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. GRANTOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**LINCOLN PAPER AND TISSUE, LLC**

By:

A handwritten signature in black ink, appearing to read "Keith Van Scotter", written over a horizontal line.

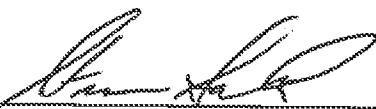
Keith Van Scotter  
President

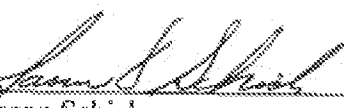
*[Signature Page to IP Security Agreement]*

**TRADEMARK**  
**REEL: 005435 FRAME: 0201**

Agreed and Accepted  
as of the date first written above

SIENA LENDING GROUP LLC  
as Lender

By:   
Steven Sanicola  
Director

By:   
Jason Schick  
Senior Vice President

*[Signature Page to IP Security Agreement]*

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

TRADEMARKS											
Grantor	Mark	Status	Country	Serial No	Filing Date	Pub Date	Reg No	Reg Date	Action Due	Next Due Date	Goods
Lincoln Paper and Tissue, LLC											Laminated paper used to manufacture disposable paper goods
Lincoln Paper and Tissue, LLC	HI-PLY	Registered	USA				2096470	9-16-1997	9-16-2017 (Renewal)	9-16-2017 (Renewal)	manufacture disposable paper goods
Lincoln Paper and Tissue, LLC											Printing paper and blank paper stock to be used in the manufacture of business reply cards
	TACTIC REPLY CARD	Registered	USA				2212657	12-22-1998	12-22-2018 (Renewal)	12-22-2018 (Renewal)	manufacture of business reply cards

**PATENT REGISTRATIONS**

Grantor	Patent Title	Filing Date	Patent No.	Reg. Date	Assignee	Attorney of Record
Lincoln Paper and Tissue, LLC	Method of producing a spray bonded multi-ply tissue product	8-29-2000	6635134	October 21, 2003		Fish and Richardson

COPYRIGHTS

Grantor	Mark	Status	Country	Reg No	Reg Date

TRADEMARK

REEL: 005435 FRAME: 0204

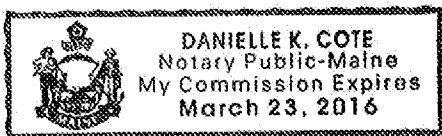
SCHEDULE-1



COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF *Maine* : SS  
COUNTY OF *Cumberland* :

On this *10<sup>th</sup>* day of December, 2014, before me personally appeared Keith Van Scotter, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Lincoln Paper and Tissue, LLC that ~~she~~ he signed the Agreement thereto pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



*Danielle K. Cote*  
Notary Public  
My Commission Expires: *March 23, 2016*

[ACKNOWLEDGEMENT TO INTELLECTUAL PROPERTY SECURITY  
AGREEMENT]

TRADEMARK  
REEL: 005435 FRAME: 0205

## POWER OF ATTORNEY

LINCOLN PAPER AND TISSUE, LLC, a Delaware limited liability company (the "Grantor"), hereby authorize SIENA LENDING GROUP LLC, its successors and assigns, and any officer or agent thereof ("Lender") under the Loan Agreement among Lender, Grantor and LPT Holding, LLC ("Parent"), as guarantor, dated of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Patent, Trademark and Copyright Security Agreement among Grantor and Lender dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any trademarks, patents and copyrights (as defined in the Intellectual Property Agreement) or additional trademarks, patents and copyrights in the United States Patent and Trademark Office and United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Patent, Trademark and Copyright Security Agreement, to use the Trademarks, Patents and Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and Copyrights to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

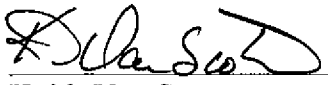
Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Loan Documents.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney as a deed, this 11th day of December, 2014.

**LINCOLN PAPER AND TISSUE, LLC**

By:   
Keith Van Scotter  
President

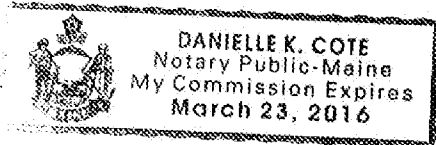
**[SIGNATURE PAGE TO POWER OF ATTORNEY TO PATENT, TRADEMARK AND  
COPYRIGHT SECURITY AGREEMENT]**

**TRADEMARK  
REEL: 005435 FRAME: 0207**

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF *Maine* : SS  
COUNTY OF *Centerland* :

On this 10 day of December, 2014, before me personally appeared Keith Van Scotter, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Lincoln Paper and Tissue, LLC that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



*Danielle K. Cote*  
Notary Public  
My Commission Expires: *March 23, 2016*

[ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO TRADEMARK, PATENT  
AND COPYRIGHT SECURITY AGREEMENT]