

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340515

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOUNDVIEW PAPER HOLDINGS LLC		09/30/2013	LIMITED LIABILITY COMPANY: DELAWARE
SOUNDVIEW PAPER MILLS LLC		09/30/2013	LIMITED LIABILITY COMPANY: DELAWARE
SOUNDVIEW VERMONT HOLDINGS LLC		09/30/2013	LIMITED LIABILITY COMPANY: DELAWARE
MARCAL PAPER MILLS, LLC		09/30/2013	LIMITED LIABILITY COMPANY: DELAWARE
MARCAL MANUFACTURING, LLC		09/30/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	100 PARK AVENUE		
Internal Address:	14TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86345990	FAMILY SMART	
CORRESPONDENCE DATA			
Fax Number:	2155648120		
<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>			
Phone:	215-564-8602		
Email:	Svictor@stradley.com		
Correspondent Name:	Sheila Victor for Melissa Pang, Esq.		
Address Line 1:	Stradley Ronon Stevens & Young, LLP		
Address Line 2:	2005 Market Street, Suite 2600		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		

CH \$40.00 86345990

ATTORNEY DOCKET NUMBER:	185535-0017
NAME OF SUBMITTER:	Sheila Victor
SIGNATURE:	/Sheila Victor/
DATE SIGNED:	05/06/2015

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30 day of September, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 30, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Soundview Paper Holdings LLC, a Delaware limited liability company ("Parent"), Soundview Paper Mills LLC, a Delaware limited liability company ("Soundview Paper"), Soundview Vermont Holdings LLC, a Delaware limited liability company ("Soundview Vermont"), Marcal Paper Mills, LLC, a Delaware limited liability company ("Marcal Paper"), Marcal Manufacturing LLC, a Delaware limited liability company ("Marcal Manufacturing"), and each other Subsidiary of Parent identified on the signature page thereof or which becomes party to the Credit Agreement as a Borrower by executing and delivering to Agent a joinder agreement (in form and substance satisfactory to Agent) (such Subsidiaries, together with Soundview Paper, Soundview Vermont, Marcal Paper and Marcal Manufacturing, are referred to hereinafter each individually as a "Borrower," and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of September 30, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original,

and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

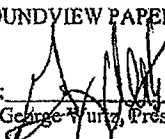
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

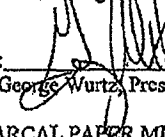
SOUNDVIEW PAPER HOLDINGS LLC

By: 
George Wurtz, President and Chief Executive Officer

SOUNDVIEW PAPER MILLS LLC

By: 
George Wurtz, President and Chief Executive Officer

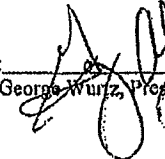
SOUNDVIEW VERMONT HOLDINGS LLC

By: 
George Wurtz, President and Chief Executive Officer

MARCAL PAPER MILLS, LLC

By: 
George Wurtz, President and Chief Executive Officer

MARCAL MANUFACTURING, LLC

By: 
George Wurtz, President and Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association

By: Christopher D. Hedrik
Name: Christopher D. Hedrik
Title: Branch

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS/APPLICATIONS

<u>Trademark</u>	<u>Owner</u>	<u>Country</u>	<u>TM Reg. No.</u>	<u>TM App Serial No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
FAMILY SMART	Marcal Manufacturing, LLC	United States	NA	86345990	7/23/2014	NA
SMALL STEPS (Class 016 Only)	Marcal Manufacturing, LLC	United States	3,694,783	77/545,697	8/13/2008	10/13/2009
MARCAL PRO	Marcal Manufacturing, LLC	United States	4,091,449	77/856,048	10/23/2009	1/24/2012
ASPEN	MARCAL PAPER MILLS, LLC	United States	1,551,844	73/662,099	5/21/1987	8/15/1989
PAPER FROM PAPER NOT FROM TREES	MARCAL PAPER MILLS, LLC	United States	1,595,334	73/825,616	9/15/1989	5/8/1990
SNOW LILY	MARCAL PAPER MILLS, LLC	United States	0,723,888	72/115,820	3/16/1961	11/14/1961
PAPER FROM PAPER NOT FROM TREES 100% RECYCLED WITHOUT CHLORINE BLEACHING and Design	Marcal Paper Mills, LLC	United States	1,977,939	74/632,385	2/10/1995	6/4/1996

<u>Trademark</u>	<u>Owner</u>	<u>Country</u>	<u>TM Reg. No.</u>	<u>TM App Serial No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
MARCALCULATE	MARCAL PAPER MILLS, LLC	United States	1,757,626	74/138,865	2/13/1991	3/9/1993
MARCAL	MARCAL PAPER MILLS, LLC	United States	0,573,133	71/613,470	5/3/1951	4/14/1953
MARCAL	MARCAL PAPER MILLS, LLC	United States	0,425,272	71/491,662	11/15/1945	11/12/1946
MARCAL	MARCAL PAPER MILLS, LLC	United States	0,949,162	72/404,016	10/1/1971	12/26/1972
MARCAL HANKIES	MARCAL PAPER MILLS, LLC	United States	0,589,555	71/621,476	11/20/1951	5/11/1954
FLUFF OUT	MARCAL PAPER MILLS, LLC	United States	0,791,037	72/083,112	10/12/1959	6/15/1965
EASY REACH	MARCAL PAPER MILLS, LLC	United States	1,412,269	73/556,823	9/4/1985	10/7/1986
WORKFORCE	MARCAL PAPER MILLS, LLC	United States	2,010,772	74/586,235	10/17/1994	10/22/1996
SANI-HANKS	MARCAL PAPER MILLS, LLC	United States	0,582,691	71/623,866	1/21/1952	11/24/1953
BY THE BUNDLE	MARCAL PAPER MILLS, LLC	United States	1,414,918	73/535,193	5/1/1985	10/28/1986
BELLA	MARCAL PAPER MILLS, LLC	United States	1,027,037	72/464,418	8/1/1973	12/9/1975
PURSE 'N POCKET	MARCAL PAPER MILLS, LLC	United States	1,627,099	74/038,134	3/13/1990	12/11/1990
SUNRISE	MARCAL PAPER MILLS, LLC	United States	1,237,287	73/380,445	8/17/1982	5/10/1983

<u>Trademark</u>	<u>Owner</u>	<u>Country</u>	<u>TM Reg. No.</u>	<u>TM App Serial No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
DRAW AND STORE	MARCAL PAPER MILLS, LLC	United States	1,634,789	73/792,634	4/11/1989	2/12/1991
PAPER FROM PAPER NOT FROM TREES 100% and Design	MARCAL PAPER MILLS, LLC	United States	2,036,006	74/595,972	11/7/1994	2/4/1997
WORKFORCE	MARCAL PAPER MILLS, LLC	United States	1,847,360	74/373,354	3/30/1993	7/26/1994
BUY THE BUNDLE	MARCAL PAPER MILLS, LLC	United States	1,672,586	74/138,864	2/13/1991	1/21/1992
SOPAC	MARCAL PAPER MILLS, LLC	United States	1,036,445	72/447,159	1/29/1973	3/23/1976
POLY-CASE	MARCAL PAPER MILLS, LLC	United States	1,265,703	73/354,916	3/16/1982	1/31/1984
MARCAL	Marcac Manufacturing, LLC	United States	3,903,504	85/033,314	5/7/2010	1/11/2011
U-SIZE-IT	Marcac Manufacturing, LLC	United States	3,894,001	85/053,152	6/2/2010	12/21/2010
SMALL STEPS	MARCAL PAPER MILLS, LLC	United States	4,105,333	85/370,742	7/13/2011	2/28/2012
A SMALL EASY STEP TO A GRFFNFR EARTH (Class 016)	MARCAL PAPER MILLS, LLC	United States	4,105,337	85/370,800	7/13/2011	2/28/2012
MARCAL PRIDE AND DESIGN	MARCAL PAPER MILLS, LLC	United States	4,194,549	85/515,228	1/12/2012	8/21/2012
MARCAL ESSENTIALS	MARCAL PAPER MILLS, LLC	United States	4,247,061	85/407,378	8/25/2011	11/20/2012

<u>Trademark</u>	<u>Owner</u>	<u>Country</u>	<u>TM Reg. No.</u>	<u>TM App Serial No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
SMALL STEPS	MARCAL PAPER MILLS, LLC	Canada	TMA810,428	1,414,099	10/10/2008	10/27/2011
ECO	MARCAL PAPER MILLS, LLC	Canada	TMA 389,731	643,768	11/1/1989	11/1/1991
SNOW LILY	MARCAL PAPER MILLS, LLC	Canada	TMA 376,940	645,092	11/17/1989	12/7/1990
MARCAL	MARCAL PAPER MILLS, LLC	Canada	TMA 388,605	643,433	10/31/1989	9/6/1991
MARCAL	MARCAL PAPER MILLS, LLC	Canada	UCA 23,213	190,890	5/9/1946	5/9/1946
MARCAL HANKIES	MARCAL PAPER MILLS, LLC	Canada	TMA 381,684	643,774	11/1/1989	3/15/1991
FLUFF OUT	MARCAL PAPER MILLS, LLC	Canada	TMA 381,683	643,772	10/31/1989	3/15/1991
SANI-HANKS	MARCAL PAPER MILLS, LLC	Canada	TMA 375,950	643,765	10/31/1989	11/16/1990
BY THE BUNDLE	MARCAL PAPER MILLS, LLC	Canada	TMA 381,590	635,720	7/6/1989	3/15/1991
BELLA	MARCAL PAPER MILLS, LLC	Canada	TMA 378,169	643,775	10/31/1989	1/11/1991
PURSE 'N POCKET	MARCAL PAPER MILLS, LLC	Canada	TMA 398,714	666,331	9/12/1990	5/29/1992
YELLOW ALERT	MARCAL PAPER MILLS, LLC	Canada	TMA 375,949	643,761	10/31/1989	11/16/1990
SUNRISE	MARCAL PAPER MILLS, LLC	Canada	TMA 378,189	645,091	11/17/1989	1/11/1991
PAPER FROM PAPER NOT FROM TREES 100% and Design	MARCAL PAPER MILLS, LLC	Canada	TMA 516,097	781,828	5/2/1995	9/9/1999
POLY-CASE	MARCAL PAPER MILLS, LLC	Canada	TMA 381,682	643,771	10/31/1989	3/15/1991
MARCAL	MARCAL PAPER MILLS, LLC	Dominican Republic	91,987		6/6/1997	7/15/1997
SMALL STEPS - Class 16	Marcac Manufacturing, LLC	European Union Trade Mark	8211385	8211385	4/9/2009	10/26/2009

<u>Trademark</u>	<u>Owner</u>	<u>Country</u>	<u>TM Reg. No.</u>	<u>TM APP Serial No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
PAPER FROM PAPER NOT FROM TREES 100% and Design	MARCAL PAPER MILLS, LLC	Mexico	574,204	225,135	2/21/1995	3/31/1998
EMINENCE	Marcal Manufacturing, LLC	United States	4,404,845	85,979,750	6/20/2012	9/17/2013
MARCAL	MARCAL PAPER MILLS, LLC	United States	0372674	71,421,091	6/29/1939	11/7/1939
KAOFIN	MARCAL PAPER MILLS, INC.	Canada	TMA 521094	0816870	7/2/1996	1/6/2000

NAMES

- Soundview Paper Holdings LLC
- Soundview Paper Mills LLC
- Soundview Secured LLC
- Soundview Vermont Holdings LLC
- Marcal Paper Mills, LLC
- Slater Drive Tenant LLC
- MPMI, Inc.
- Marcal Chicago, LLC
- Marcal Manufacturing, LLC (d/b/a Soundview Paper Company LLC)

COMMON LAW TRADEMARKS

- Soundview Paper Holdings LLC
- Soundview Paper Mills LLC
- Soundview Secured LLC
- Soundview Vermont Holdings LLC
- Marcal Paper Mills, LLC
- Slater Drive Tenant LLC
- MPMI, Inc.
- Marcal Chicago, LLC
- Marcal Manufacturing, LLC (d/b/a Soundview Paper Company LLC)

TRADEMARKS NOT CURRENTLY IN USE

- None.
- None.

TRADEMARK LICENSES