

04/27/2015

Form PTO-1594 (Rev. 06/04)
OMB Collection 0851-0027 (ex p. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

4/23/15

103672116

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Atlas Paper Mills, LLC

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation
- Limited Liability Company - DE

Citizenship:

Execution Date(s) April 17, 2015

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

Yes

No

Name: TD Bank, N.A.

Internal
Address:

Street Address: 317 Madison Avenue

City: New York

State: NY

Country: USA

Zip: 10017

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other LLC Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No

(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Amendment No. 1 to Trademark Collateral Assignment and Security Agreement

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule 1

B. Trademark Registration No.(s) See Attached Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-uds@albany@woiterskluwer.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

a. Credit Card Last 4 Numbers 0974

Expiration Date 06/17

b. Deposit Account Number

Authorized User Name:

04/30/2015 DTINBERL 00000000 77979534

01 FC:8521
02 FC:8522

40.00 00
50.00 00

April 22, 2015

Date

Total number of pages including cover sheet, attachments, and document: 6

9. Signature:

Signature

Joanne BL Arnold
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6895, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 005511 FRAME: 0589

SCHEDULE 1
TO
AMENDMENT NO. 1 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

List of Trademarks and Trademark Applications

NATURAL HARMONY	77/979,534	July 23, 2008	3808548	June 22, 2010	June 22, 2020
STELLA	85/418,907	September 9, 2011	4361904	July 2, 2013	July 2, 2023
STELLA	85/802155	December 13, 2012	4445070	December 3, 2013	December 3, 2023

[Execution]

AMENDMENT NO. 1 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

AMENDMENT NO. 1 TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment"), made as of April 17, 2015, by and between ATLAS PAPER MILLS, LLC, a Delaware limited liability company ("Debtor"), with its chief executive office at 3301 NW 107th Street, Miami, Florida 33167, and TD BANK, N.A., a national banking association ("Secured Party"), having an office at 317 Madison Avenue, New York, New York 10017. Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Debtor, certain of its affiliates and Secured Party are parties to the Trademark and Collateral Assignment and Security Agreement, dated August 24, 2010 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement") and recorded with the Trademark Division of the United States Patent and Trademark Office on August 26, 2010 at Reel/Frame 4268/0272;

WHEREAS, pursuant to the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all present and future Trademarks and Trademark applications of Debtor, together with certain related assets, and has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

WHEREAS, Debtor has certain additional Trademarks, Trademark applications and internet domain names registered or filed with the United States Patent and Trademark Office which are not reflected in the Trademark Security Agreement; and

WHEREAS, Debtor and Secured Party now wish to amend the Trademark Security Agreement to include such additional Trademarks and Trademark applications.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Amendment to Trademark Security Agreement.

(a) Without limiting any of the Collateral otherwise described in the Trademark Security Agreement, Schedule 1 to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the additional Collateral consisting of the trademarks, trademark applications and other Collateral related thereto described in Schedule 1 attached hereto (such additional Collateral described on Schedule 1 hereto being referred to herein as the "Additional Collateral").

(b) All references to the term "Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Collateral and the other assets described in Section 2 of this Amendment.

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest to Secured Party set forth in Section 1 of the Trademark Security Agreement or any other provisions thereof, Debtor hereby confirms, reaffirms and restates its prior grant of Collateral to Secured Party, and hereby grants to Secured Party a continuing security interest in and a general lien upon the Additional Collateral.

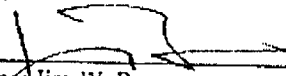
3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Collateral set forth in the Trademark Security Agreement shall apply to the Additional Collateral and other assets described in Section 2 of this Amendment.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier or other method of electronic transmission with the same force and effect as if it were a manually executed and delivered counterpart.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

ATLAS PAPER MILLS, LLC
as Debtor

By: 
Name: Jim W. Brown
Title: President and CEO

TD BANK, N.A.
as Secured Party

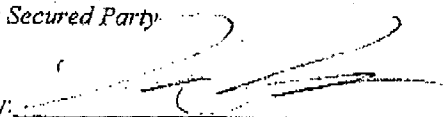
By: _____
Name:
Title:

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

ATLAS PAPER MILLS, LLC
as Debtor

By: _____
Name:
Title:

TD BANK, N.A.
as Secured Party

By: 
Name: Frank Bertelle
Title: Vice President