

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342852

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PAPERWEIGHT DEVELOPMENT CORP.		05/29/2015	CORPORATION: WISCONSIN
APPVION, INC.		05/29/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION		
Street Address:	60 LIVINGSTON AVENUE		
City:	ST. PAUL		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4615819	A APPVION	
Registration Number:	4491748	APPVION	
Registration Number:	4561380	A APPVION	
Serial Number:	85767093	A APPVION	
CORRESPONDENCE DATA			
Fax Number:	2156562498		
<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:	215-656-3381		
Email:	pto.phil@dlapiper.com		
Correspondent Name:	IP GROUP OF DLA PIPER LLP (US)		
Address Line 1:	ONE LIBERTY PLACE		
Address Line 2:	1650 MARKET ST. SUITE 4900		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	APV-1-B (381646-14)		
NAME OF SUBMITTER:	William L. Bartow		
SIGNATURE:	/williamlbartow/		
DATE SIGNED:	05/29/2015		

CH \$115.00 4615819

Total Attachments: 6

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SECOND LIEN TRADEMARK COLLATERAL AGREEMENT

SECOND LIEN TRADEMARK COLLATERAL AGREEMENT, dated May 29, 2015 and effective *nunc pro tunc* as of November 19, 2013 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by Appvion, Inc., a Delaware corporation (the "Company") and Paperweight Development Corp., a Wisconsin corporation ("Holdings", and together with the Company and any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of U.S. Bank National Association, as collateral agent (in such capacity and together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties.

WHEREAS, the Company, Holdings, the guarantors party thereto and U.S. Bank National Association, as trustee, have entered into an Indenture, dated as of November 19, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), and pursuant thereto, the Company is issuing, and the guarantors party thereto are guaranteeing, \$250,000,000 in aggregate principal amount of 9.000% Second Lien Notes due 2020 (the "Notes");

WHEREAS, as a condition precedent to the obligations of the initial purchasers of the Notes to purchase the Notes, the Grantors have entered into that certain Second Lien Collateral Agreement dated as of November 19, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Grantors and the Collateral Agent; and

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted to the Collateral Agent a second lien security interest in, among other property, certain intellectual property of the Grantors.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to and in accordance with the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a second lien security interest in, all right, title and interest of each such Grantor in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"); provided that no security interest shall attach to any such Trademark Collateral if and for so long as the grant of such security interest would result in the abandonment, invalidation, unenforceability or termination of such Trademark Collateral; and provided further that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation, unenforceability or termination shall be remedied:

- (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, in the United States Patent and Trademark Office including, without limitation, as referred to in Schedule I, and
- (ii) the right to obtain all extensions and renewals thereof.

Notwithstanding the foregoing, the Trademarks Collateral shall not include any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or Section 1(d) of the Lanham Act has been filed, to the extent that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act or cause the trademark that is the subject thereof to be invalidated or abandoned. It is the intent of the parties that this Agreement grants a security interest in the Trademark Collateral and is not intended to be, and shall not be deemed to be, an assignment of the Trademark Collateral.

Section 3. Termination. This Agreement is made to secure the satisfactory performance and payment of the Obligations. This Agreement and the security interests granted hereby shall terminate with respect to all of a Grantor's Obligations and any second lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of such Grantor's Obligations thereunder. The Collateral Agent shall, in connection with any termination or release herein or under the Collateral Agreement, execute and deliver to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such satisfactory performance or payment, the Collateral Agent shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral and other similar collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

Section 5. Entire Agreement. This Agreement, along with the Collateral Agreement, sets forth the entire understanding of the parties with respect to the Trademark Collateral. Except as expressly provided herein, the Collateral Agreement is not modified or otherwise affected hereby and remains in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PAPERWEIGHT DEVELOPMENT CORP.,
a Wisconsin corporation

By:
Name:
Title:

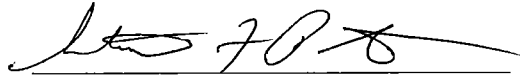
FLETCHER
JEFFREY FLETCHER
VP CONTROLLER

APPVION, INC.,
a Delaware corporation

By:
Name:
Title:

FLETCHER
JEFFREY FLETCHER
VP CONTROLLER

U.S. BANK NATIONAL ASSOCIATION
as Collateral Agent

By: 

Name: **STEVEN F. POSTO**
Title: **VICE PRESIDENT**

**Schedule I to
Second Lien Trademark Collateral Agreement**

U.S. Registered Trademarks and Trademark Applications:

Trademarks US				
Trademark Name	Serial	Registration Number	Issue Date	Owner
A APPVION (vertical)	85/767,053	4615819	07-Oct-2014	Appvion, Inc.
A APPVION (horizontal)	85/767,093	n/a (Abandoned)	n/a	Appvion, Inc.
APPVION	85/612,163	4491748	04-Mar-2014	Appvion, Inc.
A APPVION	85/981,922	4561380	01-Jul-2014	Appvion, Inc.

Trademarks State			
Trademark Name	State	Registration Date	Status
Stylized A	Wisconsin	16-Apr-2014	Registered
A APPVION (horizontal)	Wisconsin	16-Apr-2014	Registered
A APPVION (vertical)	Wisconsin	16-Apr-2014	Registered

Canada Registered Trademarks and Trademark Applications

Trademarks Canada			
Trademark Name	Application Number	Filing Date	Owner
ENSENSA	1654081	28-Nov-2013	Appvion, Inc.
ENLIGHTEN	1654083	28-Nov-2013	Appvion, Inc.
ENFINIT	1654080	16-Apr-2014	Appvion, Inc.