

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360364

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ARGOTEC LLC		10/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
SCHWEITZER-MAUDUIT INTERNATIONAL, INC.		10/28/2015	CORPORATION: DELAWARE
DELSTAR TECHNOLOGIES, INC.		10/28/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent
Street Address:	P.O.BOX 6026
Internal Address:	1L1-1145/54/63
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60680-6026
Entity Type:	national association: UNITED STATES

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	3819124	ARGOBOND
Registration Number:	4026874	ARGOEDGESEALPLUS
Registration Number:	3819128	ARGOFLEX
Registration Number:	3819126	ARGOGRAPH
Registration Number:	3819125	ARGOGUARD
Registration Number:	3819127	ARGOMED
Registration Number:	4106444	ARGOMEDPLUS
Registration Number:	3815213	ARGOTEC URETHANE FILM & SHEET
Registration Number:	3819123	ARGOTHANE
Registration Number:	4308173	ENCAPSOLARCOOL
Registration Number:	4211451	GLOSS GUARD
Registration Number:	2438123	STEVENS URETHANE FILM.SHEET.TUBING
Registration Number:	1833836	VACUFLEX
Registration Number:	3680501	ALGINEX

CH \$840.00 3819124

Property Type	Number	Word Mark
Registration Number:	4643777	ALGINEX
Registration Number:	2284464	
Registration Number:	2095731	
Registration Number:	2058288	
Registration Number:	4505638	ENGINEERED FOR TOMORROW
Registration Number:	4505639	ENGINEERED FOR TOMORROW
Registration Number:	4511056	ENGINEERED FOR TOMORROW
Registration Number:	4068780	FLAXSTALK
Registration Number:	4505636	SWM
Registration Number:	4505637	SWM
Registration Number:	4044223	SWM
Registration Number:	4107692	SWM
Registration Number:	0910990	DELNET
Registration Number:	2192570	STRATEX
Registration Number:	2300773	DELPORÉ
Registration Number:	3482536	CORETEC
Registration Number:	3420711	CORETEC
Serial Number:	86081239	GLUCIGEN
Serial Number:	85393527	VITACAIRE

CORRESPONDENCE DATA

Fax Number: 4045725100

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.

Phone: 404-572-3431

Email: cfraser@kslaw.com

Correspondent Name: Carol Fraser, Paralegal

Address Line 1: 1180 PEACHTREE STREET

Address Line 2: KING & SPALDING

Address Line 4: ATLANTA, GEORGIA 30309-3521

ATTORNEY DOCKET NUMBER: JPM/SWM - 58708.015017

NAME OF SUBMITTER: Carol Fraser

SIGNATURE: //Carol Fraser//

DATE SIGNED: 10/28/2015

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 28, 2015, by by ARGOTEC LLC, a Delaware limited liability company, SCHWEITZER-MAUDUIT INTERNATIONAL, INC., a Delaware corporation and DELSTAR TECHNOLOGIES, INC., a Delaware corporation (individually, a “Pledgor” and, collectively, the “Pledgors”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Pledge and Security Agreement, dated as of the date hereof (the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds (other than Excluded Property) of any and all of the foregoing.

Notwithstanding anything to the contrary contained herein, for the avoidance of doubt, the foregoing Pledged Collateral shall not include any intent-to-use Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. When all the Secured Obligations (other than (i) contingent indemnification obligations and (ii) obligations and liabilities under Swap Contracts and Treasury Management Agreements not then due and payable) have been paid in full and the Commitments of the Lenders to make any Loan or to issue any Letter of Credit under the Credit Agreement shall have expired

or been sooner terminated and all Letters of Credit have expired or have been terminated or cash collateralized or with respect to which other arrangements reasonably satisfactory to the Administrative Agent and the Issuing Bank shall have been made in accordance with the provisions of the Credit Agreement, this Trademark Security Agreement shall terminate. Upon the termination of the Trademark Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

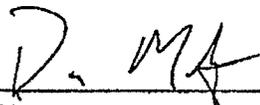
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ARGOTEC LLC

By: 

Name: Don Meltzer
Title: Vice President

SCHWEITZER-MAUDUIT
INTERNATIONAL, INC.

By: _____

Name: Frédéric Villoutreix
Title: Chief Executive Officer

DELSTAR TECHNOLOGIES, INC.

By: _____

Name: Mark Abrahams
Title: President

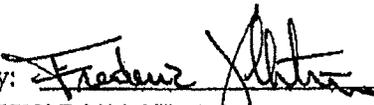
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ARGOTEC LLC

By: _____
Name: Don Meltzer
Title: Vice President

**SCHWEITZER-MAUDUIT
INTERNATIONAL, INC.**

By:  _____
Name: Frédéric Villoutreix
Title: Chief Executive Officer

DELSTAR TECHNOLOGIES, INC.

By: _____
Name: Mark Abrahams
Title: President

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: John A. Horst
Title: Executive Director

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005655 FRAME: 0412

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Argotec LLC	3,819,124	Argobond
Argotec LLC	4,026,874	ArgoEdgeSealPLUS
Argotec LLC	3,819,128	Argoflex
Argotec LLC	3,819,126	Argograph
Argotec LLC	3,819,125	Argoguard
Argotec LLC	3,819,127	Argomed
Argotec LLC	4,106,444	ArgoMedPLUS (stylized)
Argotec LLC	3,815,213	Argotec Urethane Film and Sheet (stylized)
Argotec LLC	3,819,123	Argothane
Argotec LLC	4,308,173	Encapsolarcool
Argotec LLC	4,211,451	Gloss Guard
Argotec LLC	2,438,123	Stevens Urethane Film Sheet Tubing
Argotec LLC	1,833,836	Vacuflex
Schweitzer-Mauduit International Inc.	3680501	Alginex
Schweitzer-Mauduit International Inc.	4643777	Alginex
Schweitzer-Mauduit International Inc.	2284464	Design S
Schweitzer-Mauduit International Inc.	2095731	DESIGN S (IN CL 16)
Schweitzer-Mauduit International Inc.	2058288	DESIGN S (IN CL 34)
Schweitzer-Mauduit International Inc.	4505638	ENGINEERED FOR TOMORROW
Schweitzer-Mauduit International Inc.	4505639	ENGINEERED FOR TOMORROW
Schweitzer-Mauduit International Inc.	4511056	ENGINEERED FOR TOMORROW
Schweitzer-Mauduit International Inc.	4068780	Flaxstalk
Schweitzer-Mauduit International Inc.	4505636	SWM
Schweitzer-Mauduit International Inc.	4505637	SWM
Schweitzer-Mauduit International Inc.	4044223	SWM
Schweitzer-Mauduit International Inc.	4107692	SWM
DelStar Technologies, Inc.	0910990	Delnet
DelStar Technologies, Inc.	2192570	Stratex
DelStar Technologies, Inc.	2300773	Delpore
DelStar Technologies, Inc.	3482536	Coretec
DelStar Technologies, Inc.	3420711	Coretec

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Schweitzer-Mauduit International, Inc.	86/081,239	Glucigen
DelStar Technologies, Inc.	85/393,527	Vitacaire