

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367935

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Twin Rivers Paper Company LLC		12/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as agent		
Street Address:	225 Franklin Street		
Internal Address:	Mail Stop MA 1-225-02-05		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3884231	TWIN RIVERS PAPER COMPANY	
Registration Number:	2199012	FRALIGHT	
Registration Number:	4218498	BORDER BRITE	
Registration Number:	3961511	CUSTOM SUPREME	
Registration Number:	3961510	CUSTOM SNOWCOTE	
Registration Number:	3271847	SNOWBRITE OPAQUE	
Registration Number:	3405410	CUSTOM PLUS	
Registration Number:	3271845	BRIDGE OPAQUE	
Registration Number:	3676390	BRIDGE SUPREME	
Registration Number:	3924730	ALLIANCE	
Registration Number:	3799164	BLADEPAK	
Registration Number:	4317378	ALLAGASH	
Registration Number:	3323142	CUSTOM BRITE	
Registration Number:	2758709	PHARMOPAQUE	
Registration Number:	2192806	FRABRITE	
Registration Number:	2196540	FRAPRINT	
Registration Number:	1652363	SNOWLAND OPAQUE	
Registration Number:	3822372	FRASER HYBRID CONVERTING	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	86473805	TWIN RIVERS ENVIRO KRAFT
Registration Number:	3961509	TWIN RIVERS OPAQUE

CORRESPONDENCE DATA

Fax Number: 8883259116

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.

Email: jessica.davis@lockelord.com

Correspondent Name: Jessica Davis

Address Line 1: 2800 Financial Plaza

Address Line 2: Locke Lord LLP

Address Line 4: Providence, RHODE ISLAND 02903

ATTORNEY DOCKET NUMBER:	1428636.50
NAME OF SUBMITTER:	Jessica Davis
SIGNATURE:	/Jdavis/
DATE SIGNED:	01/05/2016

Total Attachments: 6

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US TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 29, 2015, is between the undersigned (the "Grantor"), and Bank of America, N.A., as agent (the "Agent") on behalf of the Lenders (as defined below).

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Loan and Security Agreement, dated as of December 29, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Twin Rivers Paper Company LLC, a Delaware limited liability company, and Twin Rivers Paper Company Inc., a corporation organized under Ontario law (collectively, the "Borrowers"), the guarantors from time to time party thereto (collectively, the "Guarantors"), and collectively with the Borrowers, the "Obligors"), the lenders from time to time party thereto (the "Lenders"), and the Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrowers;

WHEREAS, pursuant to the Loan Agreement, the Grantor has granted to the Agent a security interest in and continuing lien on, all of the Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Obligations;

WHEREAS, the parties to the Loan Agreement contemplate and intend that, the Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default shall occur and be continuing, the right to exercise its remedies under the Loan Agreement in connection with all of the Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms used herein have the meanings given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademarks

The Grantor hereby grants to the Agent a security interest in and continuing lien on, all of the Grantor's right, title and interest in, to and under the Trademarks to the extent included in the Collateral, including but not limited to the Trademarks listed in Schedule A, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance of the Obligations in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof) and any similar legislation in Canada, including but not limited to the *Bankruptcy and Insolvency Act* (Canada) and the *Companies' Creditors Arrangement Act* (Canada)), of all Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent, pursuant to the Loan Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

Section 5. Recordation

The Grantor hereby authorizes and requests that (i) the Commissioner of Patent and Trademarks and any other applicable United States government officer and (ii) the commissioner, registrar or any other applicable government officer of the Canadian Intellectual Property Office record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.


This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective authorized officer as of the date first above written.

GRANTOR:

TWIN RIVERS PAPER COMPANY LLC

By: 
Name: _____
Title: _____

AGENT:

BANK OF AMERICA, N.A., as Agent.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective authorized officer as of the date first above written.

GRANTOR:

TWIN RIVERS PAPER COMPANY LLC

By: _____
Name:
Title:

AGENT:

BANK OF AMERICA, N.A., as Agent.

By: *Daniel K. Clancy*
Name: Daniel K. Clancy
Title: Senior Vice President

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

UNITED STATES REGISTERED TRADEMARKS

Trademark	Registration Number	Owner
Twin Rivers Paper Company	3884231	Twin Rivers Paper Company LLC
Fralight	2199012	Twin Rivers Paper Company LLC
Border Brite	4218498	Twin Rivers Paper Company LLC
Custom Supreme	3961511	Twin Rivers Paper Company LLC
Custom Snowcote	3961510	Twin Rivers Paper Company LLC
Twin Rivers Opaque	3961509	Twin Rivers Paper Company LLC
Snowbrite Opaque	3271847	Twin Rivers Paper Company LLC
Custom Plus	3405410	Twin Rivers Paper Company LLC
Bridge Opaque	3271845	Twin Rivers Paper Company LLC
Bridge Supreme	3676390	Twin Rivers Paper Company LLC
Alliance	3924730	Twin Rivers Paper Company LLC
Bladepak	3799164	Twin Rivers Paper Company LLC
Allagash	4317378	Twin Rivers Paper Company LLC
Custom Brite	3323142	Twin Rivers Paper Company LLC
Pharmopaque	2758709	Twin Rivers Paper Company LLC
Frabrite	2192806	Twin Rivers Paper Company LLC
Fraprint	2196540	Twin Rivers Paper Company LLC
Snowland Opaque	1652363	Twin Rivers Paper Company LLC
Fraser Hybrid Converting	3822372	Twin Rivers Paper Company LLC

UNITED STATES TRADEMARK APPLICATIONS

Trademark	Serial Number	Owner
Twin Rivers Enviro Kraft	86473805	Twin Rivers Paper Company LLC

CANADIAN REGISTERED TRADEMARKS

None.

CANADIAN TRADEMARK APPLICATIONS

Trademark	Application Number	Owner
Allagash	1731955	Twin Rivers Paper Company LLC
Twin Rivers Enviro Kraft	1706848	Twin Rivers Paper Company LLC