

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404508

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900381952

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Royal Paper Products, LLC		10/18/2016	Limited Liability Company: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, For Itself and as Administrative Agent For the Lenders
Street Address:	800 Nicollet Mall
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77955425	STIRLING BY ROYAL
Serial Number:	77955456	ZIP-IT
Serial Number:	77955486	ZIP-IT BY ROYAL
Serial Number:	86332544	AWEAR
Serial Number:	86480117	ROYAL STEADYWICK
Serial Number:	86480129	ROYAL READYWICK
Serial Number:	86513712	ENVIROLINES
Serial Number:	86480142	ROYAL GUARDIAN SAFEPAD

CORRESPONDENCE DATA

Fax Number: 6123408827

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: 612-492-6842

Email: ip.docket@dorsey.com, cadwell.jeffrey@dorsey.com

Correspondent Name: Jeffrey R. Cadwell, Dorsey & Whitney LLP

Address Line 1: 50 South Sixth Street

Address Line 2: Suite 1500

Address Line 4: Minneapolis, MINNESOTA 55402

TRADEMARK

ATTORNEY DOCKET NUMBER:	M260061 059235-10467
NAME OF SUBMITTER:	Jeffrey R. Cadwell
SIGNATURE:	/Jeffrey R. Cadwell/
DATE SIGNED:	11/04/2016

Total Attachments: 5

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Confirmatory Grant of Security Interest in Intellectual Property

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Confirmatory Grant”) is made effective as of October 18, 2016, by and from the grantor party hereto (the “Grantor”), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the “Secured Party”) for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, AmerCare, LLC, a South Carolina limited liability company (“AmerCare”), AmerCare-JRMI GP, LLC, a Delaware limited liability company (“GP”), JRMI Ltd., a Texas limited partnership (“JRMI”), AmerCare Intermediate Holdings, LLC, a Delaware limited liability company (“Holdco”), Royal Paper Products, LLC, a Pennsylvania limited liability company (“Royal”), Cibowares LLC, a Delaware limited liability company (“Cibowares” and together with the AmerCare, GP, JRMI, Holdco and Royal, each, a “Borrower,” and collectively, the “Borrowers”), the Lenders and the Secured Party are parties to that certain Second Amended and Restated Credit Agreement dated as of the date hereof (as the same may hereafter be amended, supplemented, extended, restated, or otherwise modified from time to time, the “Credit Agreement”) pursuant to which the Lenders agree, among other things, to extend to the Borrowers certain credit accommodations.

WHEREAS, the Grantor has granted security interests to the Secured Party under the Second Amended and Restated Pledge and Security Agreement and Irrevocable Proxy dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Exhibit A, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, the Grantor owns the patents (the “Patents”) listed on Exhibit B, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.
- 2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks and Patents acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor and all of the Patents set forth in Exhibit B now owned or from time to time after the date hereof owned or acquired by the Grantor;

(c) Notwithstanding the immediately preceding Section 2(b), this Confirmatory Grant will not relate to or affect Grantor's trademark applications based on intent-to-use the mark—which are identified and marked with an asterisk in Exhibit A—until after such time as a verified amendment to allege use or statement of use is filed and accepted by the U.S. Patent and Trademark Office for such trademark applications and the marks are actually used in commerce.

(d) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Trademarks and Patents, and shall have the right to use and register the Trademarks and Patents in the ordinary course of the business of the Grantor.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in Intellectual Property effective as of the date first written above.

ROYAL PAPER PRODUCTS, LLC

By: *B* *RC*
Name: Brendon Biddle
Title: Vice President

Confirmatory Grant of Security Interest in Intellectual Property (Royal)

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

United States Trademarks:

Mark	App. No.	App. Date	Reg. No.	Reg. Date
STIRLING BY ROYAL	77,955,425	3/10/10	3,990,891	7/5/11
ZIP-IT	77,955,456	3/10/10	4,016,636	8/23/11
ZIP-IT BY ROYAL	77,955,486	3/10/10	4,016,637	8/23/11
AWEAR	86,332,544	7/9/14	4,933,178	7/9/14
ROYAL STEADYWICK	86,480,117	12/15/14	4,933,597	4/5/16
ROYAL READYWICK	86,480,129	12/15/14	4,933,598	4/5/16
ENVIROLINES*	86,513,712	1/26/15	Pending	Pending
ROYAL GUARDIAN SAFE PAD*	86,480,142	12/15/14	Pending	Pending

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS

Exhibit B - SCHEDULE OF PATENTS

PATENT OR PATENT APPLICATION PUBLICATION	OWNER	TITLE	FILING DATE	ISSUE DATE
D756,074	Royal Paper Products, LLC	SPUNBOND POLYPROPYLENE DISPOSABLE HAT	6/27/2013	5/17/2016
D759,353	Royal Paper Products, LLC	SPUNBOND POLYPROPYLENE DISPOSABLE HAT	6/27/2013	6/21/2016
29/459,157	Royal Paper Products, LLC	SPUNBOND POLYPROPYLENE DISPOSABLE HAT	6/27/2013	Pending