

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM404190

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CLEARWATER PAPER CORPORATION		10/31/2016	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	1525 WEST W.T. HARRIS BLVD.
<b>Internal Address:</b>	MAC D1109-019; ATTN: SYNDICATION AGENCY SERVICES
<b>City:</b>	CHARLOTTE
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28262
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 69**

Property Type	Number	Word Mark
Registration Number:	4422773	CLEAN. STRONG. CONFIDENCE.
Registration Number:	4031965	
Registration Number:	3901040	CLEARWATER PAPER
Registration Number:	4498807	CONFIDENCE AND COMFORT
Registration Number:	4422772	EXPERIENCE A SOFTER CLEAN
Registration Number:	4515523	FIBERKNIT
Registration Number:	4408240	FIBERSOFT
Registration Number:	4404470	FIBERSOFT TECHNOLOGY
Registration Number:	4408243	FIBERSTRONG
Registration Number:	4404471	FIBERSTRONG TECHNOLOGY
Registration Number:	4576546	
Registration Number:	4408242	STRONGWEAVE
Registration Number:	4408241	STRONGWEAVE TECHNOLOGY
Registration Number:	4422771	THE ULTIMATE COMFORT
Registration Number:	4576704	THE ULTIMATE IN SOFTNESS AND COMFORT
Registration Number:	4408244	THE ULTIMATE SOFTNESS
Registration Number:	4593486	
Registration Number:	2046083	PERFECTLY SOFT

**TRADEMARK**

Property Type	Number	Word Mark
Registration Number:	828582	CLEARWATER
Registration Number:	3283134	MULTI-SIZE
Registration Number:	3313295	FOR A CLEAN, LINT-CLEAR FINISH
Registration Number:	2116417	TRULY TUFF
Registration Number:	2116418	TRULY SOFT
Registration Number:	3346089	ANCORA
Registration Number:	2139790	SURELY SOFT
Registration Number:	3406051	LINT CLEAN
Registration Number:	3412537	HYDRASORB FIBER TECHNOLOGY
Registration Number:	3412541	WITH HYDRASORB FIBERS
Registration Number:	3413698	TRULY ELEGANT
Registration Number:	3457358	CLEARWATER
Registration Number:	3489717	LIVING GREEN
Registration Number:	2195845	EXTREME
Registration Number:	2202283	CANDESCE
Registration Number:	4292680	SELECT A JOB
Registration Number:	2241006	TREASURES
Registration Number:	2264490	TRUE SOFT
Registration Number:	3695009	SELECT-A-SHEET
Registration Number:	4526129	SIZE-A-SHEET
Registration Number:	2365308	SPECIALLY SOFT
Registration Number:	3875452	
Registration Number:	4643713	SIZEABLES
Registration Number:	2426889	VALUE CLEAN
Registration Number:	2437612	SOFT & DELICATE
Registration Number:	2450188	TRULY GENTLE
Registration Number:	718943	VELURE
Registration Number:	2561814	SPILL SAVER
Registration Number:	2605106	LEGACY
Registration Number:	2615687	SOFT ELEMENTS
Registration Number:	2637031	TODAY'S CHOICE
Registration Number:	2640938	GABLEPAK
Registration Number:	2644048	SINCERELY SOFT
Registration Number:	2666739	TAPESTRY
Registration Number:	2795046	SIZABLES
Registration Number:	2813052	SIZE-IT SHEETS
Registration Number:	767589	SPA
Registration Number:	2862880	DESIGN SERIES

Property Type	Number	Word Mark
Registration Number:	2905067	STRONG AND STURDY
Registration Number:	2924277	WITH HYDRASORB TECHNOLOGY
Registration Number:	2979157	WITH HYDRASORB
Registration Number:	3125036	
Registration Number:	3178564	PERFECTLY STRONG
Registration Number:	3235193	SIMPLY SOFT
Registration Number:	3235325	SIMPLY ELEGANT
Registration Number:	3256438	
Registration Number:	3088892	
Registration Number:	3838948	
Registration Number:	3838947	CLEARWATER PAPER
Registration Number:	2177693	DESIGN SERIES
Registration Number:	1990362	POWER MATE

**CORRESPONDENCE DATA**

**Fax Number:** 9495676710

*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:** 212-506-5150

**Email:** achen@orrick.com

**Correspondent Name:** ORRICK, HERRINGTON & SUTCLIFFE LLP

**Address Line 1:** 2050 MAIN STREET, SUITE 1100

**Address Line 2:** IP PROSECUTION DEPARTMENT

**Address Line 4:** IRVINE, CALIFORNIA 92614-8255

<b>ATTORNEY DOCKET NUMBER:</b>	1696-616
<b>NAME OF SUBMITTER:</b>	Bradford S. Breen
<b>SIGNATURE:</b>	/Bradford Breen/
<b>DATE SIGNED:</b>	11/02/2016

**Total Attachments: 7**

- source=Clearwater - Trademark Security Agreement (Borrower) (Executed)#page1.tif
- source=Clearwater - Trademark Security Agreement (Borrower) (Executed)#page2.tif
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 31, 2016 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by the entity identified as a grantor on the signature pages hereto (the “Grantor”) in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent for the Secured Parties (as defined in the Credit Agreement referred to in the Collateral Agreement referenced below) (in such capacity together with its successors and permitted assigns, the “Administrative Agent”).

**WHEREAS** the Grantor is party to a Collateral Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among the Grantor and the other grantors from time to time party thereto and the Administrative Agent pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein shall have the meanings given to them in the Collateral Agreement and the Credit Agreement, as applicable.

### SECTION 2. GRANT OF SECURITY INTEREST

**SECTION 2.1** Scope of Grant. The Grantor, as security for the payment and performance in full of the Secured Obligations of the Grantor (including, if the Grantor is a Subsidiary Guarantor, the Secured Obligations of the Grantor arising under the Subsidiary Guaranty Agreement), hereby pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, logos, other business identifiers, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith (other than each application to register any trademark or service mark prior to the filing under Applicable Law of a verified statement of use for such trademark or service mark) anywhere in the United States, including, without limitation, registrations and registration applications in the United States Patent and Trademark Office (“USPTO”), including, without limitation, the registrations and registrations applications listed on Schedule A hereto,

(ii) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing,

(iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing,

(iv) the right to sue for past, present or future infringements of any of the foregoing,

(v) all rights corresponding to any of the foregoing (including, without limitation, the goodwill), and

(vi) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, all Accessions to any of the foregoing and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing;

provided that the security interest granted herein shall not extend to, and the term “Trademark Collateral” shall not include, (a) any obligation or property of any kind due from, owed by or belonging to any Sanctioned Person or (b) any Excluded Assets.

**SECTION 2.2** Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. COLLATERAL AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of itself and the Secured Parties pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral 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 Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

### **SECTION 4. RECORDATION**

The Grantor hereby authorizes and requests that the USPTO record this Agreement.

## **SECTION 5. TERMINATION**

At such time as the Secured Obligations shall have been paid in full in cash and the Commitments have been terminated, the Trademark Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and the Grantor shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantor.

## **SECTION 6. GOVERNING LAW**

This Agreement and the other Loan Documents and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement or any other Loan Document (except, as to any other Loan Document, as expressly set forth therein) and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York.

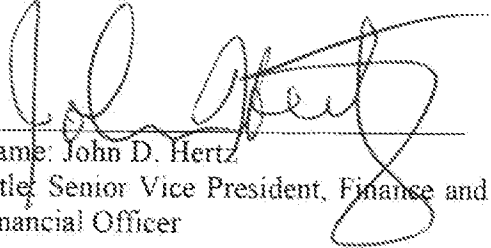
## **SECTION 7. COUNTERPARTS**

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

[Remainder of page intentionally left blank]

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


CLEARWATER PAPER CORPORATION, as  
Grantor

By:   
Name: John D. Hertz  
Title: Senior Vice President, Finance and Chief  
Financial Officer

Acknowledged and Agreed:

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, as Administrative Agent

By: \_\_\_\_\_

  
Name: Thomas M. Thoen



Title: Vice President



Schedule A to  
 Trademark Security Agreement of  
 Clearwater Paper Corporation

**United States Trademarks of the Grantor**

Trademark	Serial or Registration Number
CLEAN. STRONG. CONFIDENCE.	4422773
Clearwater Design	4031965
CLEARWATER PAPER	3901040
CONFIDENCE AND COMFORT	4498807
COMFORT SOFT	86867411
EXPERIENCE A SOFTER CLEAN	4422772
FIBERKNIT	4515523
FIBERSOFT	4408240
FIBERSOFT TECHNOLOGY	4404470
FIBERSTRONG	4408243
FIBERSTRONG TECHNOLOGY	4404471
Flexing Toilet Paper Man Design	4576546
STRONGKNIT	86867424
STRONGWEAVE	4408242
STRONGWEAVE TECHNOLOGY	4408241
THE ULTIMATE COMFORT	4422771
THE ULTIMATE IN SOFTNESS AND COMFORT	4576704
THE ULTIMATE SOFTNESS	4408244
WIDE ARMS TOILET PAPER WOMAN & Design	4593486
PERFECTLY SOFT	2046083
CLEARWATER	828582
MULTI-SIZE	3283134
FOR A CLEAN, LINT-CLEAR FINISH	3313295
TRULY TUFF	2116417
TRULY SOFT	2116418
ANCORA	3346089
SURELY SOFT	2139790
LINT CLEAN AND DESIGN	3406051
HYDRASORB FIBER TECHNOLOGY	3412537
WITH HYDRASORB FIBERS	3412541
TRULY ELEGANT	3413698
CLEARWATER	3457358
LIVING GREEN	3489717
EXTREME	2195845
CANDESCE	2202283
SELECT A JOB	4292680

Trademark	Serial or Registration Number
TREASURES	2241006
TRUE SOFT	2264490
SELECT-A-SHEET	3695009
SIZE-A-SHEET	4526129
SPECIALLY SOFT	2365308
EMBOSSSED FLORAL PATTERN	3875452
SIZEABLES	4643713
VALUE CLEAN	2426889
SOFT & DELICATE	2437612
TRULY GENTLE	2450188
VELURE	0718943
SPILL SAVER	2561814
LEGACY	2605106
SOFT ELEMENTS	2615687
TODAY'S CHOICE	2637031
GABLEPAK	2640938
SINCERELY SOFT	2644048
TAPESTRY	2666739
SIZABLES	2795046
SIZE-IT SHEETS	2813052
SPA	0767589
DESIGN SERIES	2862880
STRONG AND STURDY CLEARWATER PAPER CORPORATION(PO4) PO4.1224	2905067
WITH HYDRASORB TECHNOLOGY	2924277
WITH HYDRASORB	2979157
EMBOSSSED NAPKIN DESIGN	3125036
PERFECTLY STRONG	3178564
SIMPLY SOFT	3235193
SIMPLY ELEGANT	3235325
FANCIFUL DAISY DESIGN	3256438
	3088892
	3838948
CLEARWATER PAPER	3838947
DESIGN SERIES	2177693
POWER MATE	1990362