

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404582

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EXPERA SPECIALTY SOLUTIONS, LLC		11/03/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent
Street Address:	60 Wall Street
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Banking Corporation: GERMANY

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	4770188	CULINERA
Registration Number:	4774083	SILERA
Registration Number:	4774084	INSU-GARD
Registration Number:	4774085	PRESERA
Registration Number:	4774087	SERVERA
Registration Number:	4774090	ADHERA
Registration Number:	4774088	PALETTERA
Registration Number:	4774089	DELICITERA
Registration Number:	4774086	TEMPERA
Registration Number:	4517733	
Registration Number:	4660649	
Registration Number:	4660648	MAKING BIG IDEAS FLY
Registration Number:	4637951	EXPERA SPECIALTY SOLUTIONS
Registration Number:	4362208	PALETTE
Registration Number:	4306199	FLUOROFREE
Registration Number:	4306198	TRUPOP
Registration Number:	4306200	EXHIBITOR
Registration Number:	4306201	OPTISMOOTH

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3847894	ECO SELECT
Registration Number:	3847895	ECO SELECT
Registration Number:	4292549	ECO SELECT
Registration Number:	3941028	EXPERTEC PLATEAU
Registration Number:	3881776	ECO SELECT
Registration Number:	3193847	NICOLET
Registration Number:	3149275	PROPLY
Registration Number:	3112449	PROTEC
Registration Number:	3109804	PROCARE
Registration Number:	3090790	INVENTEC
Registration Number:	3101347	PROGARD
Registration Number:	3101348	PROREDI
Registration Number:	3107363	EXPERTEC
Registration Number:	3185437	XKL
Registration Number:	2811875	STEEL SHIELD
Registration Number:	2741429	FLEXCAL
Registration Number:	2127153	HI-FORM
Registration Number:	2236058	GREASE-GARD
Registration Number:	0903027	N
Registration Number:	0828585	THILMANY

CORRESPONDENCE DATA

Fax Number:

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: iprecordations@whitecase.com

Correspondent Name: Daniel Gold/White & Case LLP

Address Line 1: 1155 Avenue of the Americas

Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 1111779-2649-N997

NAME OF SUBMITTER: Daniel Gold

SIGNATURE: /Daniel Gold/

DATE SIGNED: 11/05/2016

Total Attachments: 8

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS dated as of November 3, 2016 (this "Agreement"), made by EXPERA SPECIALTY SOLUTIONS, LLC, a Delaware limited liability company (the "Pledgor"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to the Collateral Agreement dated as of November 3, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among SPECIALTY PAPERS ACQUISITION, LLC, a Delaware limited liability company, Pledgor, each Subsidiary Party from time to time party thereto and the Collateral Agent for the benefit of the Secured Parties. The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in, which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "Trademark Collateral"):

(a) all U.S. trademarks, service marks, corporate names, company names, business names, trade dress, logos and taglines, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith listed on Schedule I (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act), and all renewals thereof and (b) all goodwill associated therewith or symbolized thereby;

(b) all products and proceeds of all of the above (as such terms are used in the Collateral Agreements; and

(c) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

SECTION 3. *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. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark 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.

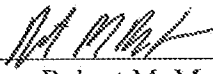
SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Termination.* This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Collateral Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Collateral Agreement, execute and deliver to the Pledgor as the Pledgor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Collateral Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor 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.

[Signature Pages Follow]

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

EXPERA SPECIALTY SOLUTIONS, LLC

By: 
Name: Robert M. McNutt
Title: Chief Financial Officer

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005915 FRAME: 0539

DEUTSCHE BANK AG NEW YORK
BRANCH, as Collateral Agent

By: 
Name: _____
Title: Marcus M. Tarkington
Director

By: 
Name: _____
Title: Dusan Lazarov
Director


Schedule I

Trademarks

	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
1.	CULINERA CULINERA	86304178 09-JUN-2014	4770188 07-JUL-2015	EXPERA SPECIALTY SOLUTIONS, LLC
2.	SILERA SILERA	86304184 09-JUN-2014	4774083 14-JUL-2015	EXPERA SPECIALTY SOLUTIONS, LLC
3.	INSU-GARD INSU-GARD	86304190 09-JUN-2014	4774084 14-JUL-2015	EXPERA SPECIALTY SOLUTIONS, LLC
4.	PRESERA PRESERA	86304203 09-JUN-2014	4774085 14-JUL-2015	EXPERA SPECIALTY SOLUTIONS, LLC
5.	SERVERA SERVERA	86304215 09-JUN-2014	4774087 14-JUL-2015	EXPERA SPECIALTY SOLUTIONS, LLC
6.	ADHERA ADHERA	86304233 09-JUN-2014	4774090 14-JUL-2015	EXPERA SPECIALTY SOLUTIONS, LLC
7.	PALETTERA PALETTERA	86304220 09-JUN-2014	4774088 14-JUL-2015	EXPERA SPECIALTY SOLUTIONS, LLC
8.	DELICITERA DELICITERA	86304226 09-JUN-2014	4774089 14-JUL-2015	EXPERA SPECIALTY SOLUTIONS, LLC
9.	TEMPERA TEMPERA	86304210 09-JUN-2014	4774086 14-JUL-2015	EXPERA SPECIALTY SOLUTIONS, LLC

	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
10.	<i>Design Only</i> 	86064223 13-SEP-2013	4517733 22-APR-2014	EXPERA SPECIALTY SOLUTIONS, LLC
11.	<i>Design Only</i> 	86064226 13-SEP-2013	4660649 23-DEC-2014	EXPERA SPECIALTY SOLUTIONS, LLC
12.	MAKING BIG IDEAS FLY MAKING BIG IDEAS FLY	86064215 13-SEP-2013	4660648 23-DEC-2014	EXPERA SPECIALTY SOLUTIONS, LLC
13.	EXPERA SPECIALTY SOLUTIONS EXPERA SPECIALTY SOLUTIONS	85935972 17-MAY-2013	4637951 11-NOV-2014	EXPERA SPECIALTY SOLUTIONS, LLC
14.	PALETTE PALETTE	85583381 29-MAR-2012	4362208 02-JUL-2013	EXPERA SPECIALTY SOLUTIONS, LLC
15.	FLUOROFREE FLUOROFREE	85471542 14-NOV-2011	4306199 19-MAR-2013	EXPERA SPECIALTY SOLUTIONS, LLC
16.	TRUPOP TRUPOP	85471529 14-NOV-2011	4306198 19-MAR-2013	EXPERA SPECIALTY SOLUTIONS, LLC
17.	EXHIBITOR EXHIBITOR	85471549 14-NOV-2011	4306200 19-MAR-2013	EXPERA SPECIALTY SOLUTIONS, LLC
18.	OPTISMOOTH OPTISMOOTH	85471555 14-NOV-2011	4306201 19-MAR-2013	EXPERA SPECIALTY SOLUTIONS, LLC

	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
19.	E ECO SELECT 	77980079 03-SEP-2008	3847894 14-SEP-2010	EXPERA SPECIALTY SOLUTIONS, LLC
20.	E ECO SELECT 	77980080 03-SEP-2008	3847895 14-SEP-2010	EXPERA SPECIALTY SOLUTIONS, LLC
21.	E ECO SELECT 	77561389 03-SEP-2008	4292549 19-FEB-2013	EXPERA SPECIALTY SOLUTIONS, LLC
22.	EXPERTEC PLATEAU EXPERTEC PLATEAU	77196925 04-JUN-2007	3941028 05-APR-2011	EXPERA SPECIALTY SOLUTIONS, LLC
23.	ECO SELECT ECO SELECT	78973792 13-SEP-2006	3881776 23-NOV-2010	EXPERA SPECIALTY SOLUTIONS, LLC
24.	NICOLET NICOLET	78831137 07-MAR-2006	3193847 02-JAN-2007	EXPERA SPECIALTY SOLUTIONS, LLC
25.	PROPLY PROPLY	76622182 26-NOV-2004	3149275 26-SEP-2006	EXPERA SPECIALTY SOLUTIONS, LLC
26.	PROTEC PROTEC	76606861 11-AUG-2004	3112449 04-JUL-2006	EXPERA SPECIALTY SOLUTIONS, LLC
27.	PROCARE PROCARE	76606864 11-AUG-2004	3109804 27-JUN-2006	EXPERA SPECIALTY SOLUTIONS, LLC

	Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
28.	INVENTEC INVENTEC	76606866 11-AUG-2004	3090790 09-MAY-2006	EXPERA SPECIALTY SOLUTIONS, LLC
29.	PROGARD PROGARD	76607264 11-AUG-2004	3101347 06-JUN-2006	EXPERA SPECIALTY SOLUTIONS, LLC
30.	PROREDI PROREDI	76607266 11-AUG-2004	3101348 06-JUN-2006	EXPERA SPECIALTY SOLUTIONS, LLC
31.	EXPERTEC EXPERTEC	76606767 10-AUG-2004	3107363 20-JUN-2006	EXPERA SPECIALTY SOLUTIONS, LLC
32.	XKL	78221195 04-MAR-2003	3185437 19-DEC-2006	EXPERA SPECIALTY SOLUTIONS, LLC
33.	STEEL SHIELD	78188520 25-NOV-2002	2811875 03-FEB-2004	EXPERA SPECIALTY SOLUTIONS, LLC
34.	FLEXCAL	76428646 02-JUL-2002	2741429 29-JUL-2003	EXPERA SPECIALTY SOLUTIONS, LLC
35.	HI-FORM	75215858 19-DEC-1996	2127153 06-JAN-1998	EXPERA SPECIALTY SOLUTIONS, LLC
36.	GREASE-GARD	75186642 24-OCT-1996	2236058 30-MAR-1999	EXPERA SPECIALTY SOLUTIONS, LLC
37.	N 	72359062 07-MAY-1970	0903027 24-NOV-1970	EXPERA SPECIALTY SOLUTIONS, LLC
38.	THILMANY	72235730 03-JAN-1966	0828585 09-MAY-1967	EXPERA SPECIALTY SOLUTIONS, LLC