

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404581

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
RHINELANDER COATED PRODUCTS, 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: 2			
Property Type	Number	Word Mark	
Registration Number:	3958733	RELEASTEC HYBRID	
Registration Number:	3151347	RELEASTEC	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
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:	11/04/2016		
Total Attachments: 5			
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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 RHINELANDER COATED PRODUCTS, 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, EXPERA SPECIALTY SOLUTIONS, LLC, a Delaware limited liability company, 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.

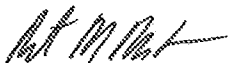
SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission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

RHINELANDER COATED PRODUCTS, 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: 0561

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.	RELEASTEC HYBRID RELEASTEC HYBRID	77829009 17-SEP-2009	3958733 10-MAY-2011	RHINELANDER COATED PRODUCTS, LLC
2.	RELEASTEC RELEASTEC	76607265 11-AUG-2004	3151347 03-OCT-2006	RHINELANDER COATED PRODUCTS, LLC