

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414789

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEKOOSA COATED PRODUCTS, LLC		01/18/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK		
Street Address:	2029 CENTURY PARK EAST		
Internal Address:	SUITE 1010		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	BANKING CORPORATION: OHIO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1046257	MAG PAD	
Registration Number:	4145287	THERMANENT	
Registration Number:	4208587	THERMATAAC	
Registration Number:	2050952	CLINGZ	
Registration Number:	4583386	ZTAC	
Registration Number:	3314823	VERSALINER	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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>			
Phone:	202-467-8800		
Email:	BEHOQUE@VORYS.COM, LCSTRIGGLES@VORYS.COM		
Correspondent Name:	VORYS, SATER, SEYMOUR AND PEASE LLP		
Address Line 1:	P.O. BOX 2255 -- IPLAW@VORYS		
Address Line 2:	ATTN: TANYA MARIE CURCIO		
Address Line 4:	COLUMBUS, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	05252-940		

CH \$165.00 1046257

NAME OF SUBMITTER:	Bernice Hogue
SIGNATURE:	/bernice hogue/
DATE SIGNED:	02/02/2017
Total Attachments: 6 source=Nekoosa - First Amendment to Amended and Restated Trademark Security Agreement#page1.tif source=Nekoosa - First Amendment to Amended and Restated Trademark Security Agreement#page2.tif source=Nekoosa - First Amendment to Amended and Restated Trademark Security Agreement#page3.tif source=Nekoosa - First Amendment to Amended and Restated Trademark Security Agreement#page4.tif source=Nekoosa - First Amendment to Amended and Restated Trademark Security Agreement#page5.tif source=Nekoosa - First Amendment to Amended and Restated Trademark Security Agreement#page6.tif	

**FIRST AMENDMENT
TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into as of January 18, 2017 (the "Effective Date"), by and between **NEKOOSA COATED PRODUCTS, LLC**, a Delaware limited liability company, and successor by conversion to Nekoosa Coated Products, LLC, a Wisconsin limited liability company, which was the successor by merger to Nekoosa Acquisition, LLC, a Delaware limited liability company, whose principal place of business and mailing address is 841 Market Street, Nekoosa, Wisconsin 54457 ("Debtor"), and **FIFTH THIRD BANK**, an Ohio banking corporation ("Agent"), as Agent for the benefit of the Secured Creditors (as defined in the Credit Agreement, as defined below), and is as follows:

Preliminary Statements

A. Debtor, the other Borrowers, Agent, LC Issuer and the Lenders have entered into that certain Second Amended and Restated Credit Agreement, dated as of May 1, 2015, as amended by the First Amendment and Consent to Second Amended and Restated Credit Agreement dated as of July 18, 2016 and the Second Amendment and Consent to Second Amended and Restated Credit Agreement dated as of January 9, 2017 (as further amended, restated, and modified from time to time, the "Credit Agreement").

B. In connection with the Existing Credit Agreement (as defined in the Credit Agreement), Debtor executed and delivered to Agent for the benefit of the Secured Creditors that certain Amended and Restated Trademark Security Agreement dated as of the IGI Acquisition Closing Date (the "Trademark Security Agreement"), which Trademark Security Agreement was recorded on April 23, 2013 in the United States Patent and Trademark Office, commencing at Reel No. 5012, Frame No. 0249. Capitalized terms used but not defined herein shall have the meanings provided in the Trademark Security Agreement or the Credit Agreement as applicable.

C. In connection with the Second Amendment, Debtor and Agent desire to amend the Trademark Security Agreement to include certain trademarks and trademark applications acquired by Debtor in connection with the ClingZ Acquisition as part of the Trademark Collateral.

D. Debtor and Agent have agreed that this Amendment be executed and delivered by Debtor to Agent.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in the Credit Agreement and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent and Debtor hereby agree as follows:

1. Amendments to Trademark Security Agreement. Schedule I to the Trademark Security Agreement is hereby deleted in its entirety and replaced with the document attached hereto as Schedule I. Accordingly, Debtor hereby acknowledges and agrees that each mark,

registration, and application listed on the Schedule I attached hereto constitutes, and shall be deemed to be, part of the “Trademark Collateral” and the “Trademarks” (as each is defined in the Trademark Security Agreement) for all purposes of the Loan Documents.

2. Default. Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default under the Trademark Security Agreement if not cured after any applicable notice and cure period set forth in the Trademark Security Agreement.

3. Continuing Effect of Trademark Security Agreement; Reaffirmation of Security. Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are hereby ratified and confirmed and remain in full force and effect. Without limiting the generality of the foregoing, Debtor ratifies and reaffirms all grants of Liens to Agent on the Trademark Collateral (including, without limitation, the Trademark Collateral set forth on the Schedule I attached hereto) as security for the Obligations (as defined in the Credit Agreement), and Debtor acknowledges and confirms that the grants of the Liens to Secured Party on the Trademark Collateral: (a) represent continuing Liens on all of the Trademark Collateral, (b) secure all of the Obligations, and (c) represent valid, first and best Liens on all of the Trademark Collateral except to the extent of any Permitted Liens (as defined in the Credit Agreement).

4. One Agreement; References; Fax Signature. The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement, and any reference in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. Captions. The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

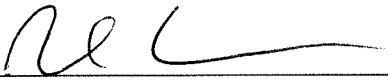
6. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7. Governing Law. This Amendment shall be governed by and construed in accordance with the local laws of the State of New York (without regard to New York conflicts of law principles).

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Agent as of the Effective Date.

NEKOOSA COATED PRODUCTS, LLC

By: 
Paul Charapata, President and Chief Executive Officer

FIFTH THIRD BANK, as Agent

By: _____
Cameron Murg, Vice President

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Agent as of the Effective Date.

NEKOOSA COATED PRODUCTS, LLC

By: _____
Paul Charapata, President and Chief Executive
Officer

FIFTH THIRD BANK, as Agent

By:  _____
Cameron Murg, Vice President

SIGNATURE PAGE TO
FIRST AMENDMENT TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
(NEKOOSA COATED PRODUCTS, LLC)

TRADEMARK
REEL: 005981 FRAME: 0260

SCHEDULE I

TRADEMARKS AND LICENSES

Trademarks:

Mark	Serial No.	Reg. No.	Owner	Status
MAG PAD	73/065,426	1046257	Nekoosa Coated Products, LLC	Registered. Renewed on April 12, 2007
THERMANENT	85/290,550	4145287	Nekoosa Coated Products, LLC	Registered May 22, 2012
THERMATAC	85/290,569	4,208,587	Nekoosa Coated Products, LLC (applicant)	Registered on September 18, 2012
CLINGZ (Stylized logo format)	75110522	2050952	Nekoosa Coated Products, LLC	Renewed. Registered on April 8, 1997
ZTAC	86125633	4583386	Nekoosa Coated Products, LLC	Registered on August 12, 2014
VERSALINER	78953237	3314823	Nekoosa Coated Products, LLC	A Section 8 and 15 combined declaration has been accepted and acknowledged. Registered on October 16, 2007

Unregistered Trademark: ZTAC TOUCH

Licenses:

Pursuant to section 6(d) of the Supply and Royalty Agreement dated January 29, 2012 between Nekoosa Coated Products, LLC and Overtime Marketing LLC, d/b/a AFCA/FBI National Child Identification Program (“NCI”), NCI granted Nekoosa Coated Products, LLC an irrevocable, fully paid-up worldwide license in perpetuity to certain NCI intellectual property and Nekoosa Coated Products, LLC granted NCI an irrevocable, fully paid-up, worldwide license to use certain chemistry and other know-how and new formulations developed by Nekoosa Coated Products, LLC.

Nekoosa Coated Products, LLC pays royalties or other consideration for the right to use intellectual property under the following agreements:

- Master Subscription Agreement between Nekoosa Coated Products, LLC and GoECart dated July 6, 2011
- Master Services Agreement between Nekoosa Coated Products, LLC and GoECart dated July 21, 2011
- Oracle License and Services Agreement between Nekoosa Coated Products, LLC and Oracle USA dated August 11, 2005

Payment Gateway Merchant Service Agreement, between Authorize.Net and Nekoosa Coated Products, LLC, as amended by Amendment dated November 7, 2011.

Merchant Application and Agreement between Nekoosa Coated Products, LLC and Paymentech, LLC.

Subscription Software License and Services Agreement dated February 8, 2011, between Nekoosa Coated Products, LLC and Halogen Software Inc.

Bank Card Merchant Agreement between Nekoosa Coated Products, LLC and Vantiv LLC dated June 27, 2013.