

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM469841

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nekoosa LV, LLC		04/13/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barings Finance LLC, as Administrative Agent		
<b>Street Address:</b>	300 South Tryon Street		
<b>Internal Address:</b>	Suite 2500		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2229481	WALK-ON GRAPHICS	
<b>Registration Number:</b>	2450427	SIGN-AD	
<b>Registration Number:</b>	4825286	ENVIRO-CLING	
<b>Registration Number:</b>	4825285	OPTI-CLING	
<b>Registration Number:</b>	5284795	TRANS-AD	
<b>Registration Number:</b>	5284800	MOJAVE DIGITAL MEDIA	
<b>Serial Number:</b>	87308847	CLEAR-AD	
<b>Serial Number:</b>	87308834	HI STAT	
<b>Serial Number:</b>	87308928	WALL GRAPHICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4155911400		
<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>			
<b>Phone:</b>	415-591-1000		
<b>Email:</b>	trademarksSF@winston.com		
<b>Correspondent Name:</b>	Winston & Strawn LLP, Becky L. Troutman		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		

CH \$240.00 2229481

<b>ATTORNEY DOCKET NUMBER:</b>	014044.00107
<b>NAME OF SUBMITTER:</b>	Becky L. Troutman
<b>SIGNATURE:</b>	/Becky L. Troutman/
<b>DATE SIGNED:</b>	04/13/2018
<b>Total Attachments: 5</b> source=Nekoosa LV-Barings Finance - TM Security Agmnt-180413#page1.tif source=Nekoosa LV-Barings Finance - TM Security Agmnt-180413#page2.tif source=Nekoosa LV-Barings Finance - TM Security Agmnt-180413#page3.tif source=Nekoosa LV-Barings Finance - TM Security Agmnt-180413#page4.tif source=Nekoosa LV-Barings Finance - TM Security Agmnt-180413#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated as of April 13, 2018 is made by the Person listed on the signature pages hereof (the “New Grantor”) in favor of BARINGS FINANCE LLC, as administrative agent (“Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to therein.

WHEREAS, NEKOOSA INTERMEDIATE, INC., a Delaware corporation (“Holdings”), NEKOOSA COATED PRODUCTS, LLC, a Delaware limited liability company (the “Company”, together with Holdings, the “Credit Parties”), Agent, each Lender from time to time party thereto and each other party thereto entered into the Credit Agreement dated as of November 1, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Credit Parties and Agent entered into the Security Agreement, dated as of November 1, 2017 (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the “Security Agreement”);

WHEREAS, Nekoosa LV, LLC, a Delaware limited liability company (“New Grantor”) and Agent have entered into the Security Agreement Supplement, dated as of the date hereof (the “Security Agreement Supplement”);

WHEREAS, pursuant to the terms of the Security Agreement and the Security Agreement Supplement, New Grantor has granted to Agent a lien and security interest in, among other property, certain intellectual property of the New Grantor, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the New Grantor agrees as follows:

SECTION 1. Grant of Security. The New Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such New Grantor’s right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such New Grantor or in which such New Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “IP Collateral”):

the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any United States “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment or enforcement of a Security Interest hereunder would impair the validity or enforceability of such

intent-to-use trademark application or any registration issuing therefrom under applicable federal law).

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by the New Grantor under this Trademark Security Agreement secures the payment of all Obligations of such New Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to the New Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such New Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the New Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The New Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The New Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

[Signature Pages Follow]

IN WITNESS WHEREOF, the New Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

NEKOOSA LV, LLC  
as New Grantor

By:   
Name: Matthew Bray  
Title: Chief Financial Officer

BARINGS FINANCE LLC,  
as Agent

By: 

Name:

Brady Sutton

Title:

Managing Director

SCHEDULE A

United States Trademark Registrations and Trademark Applications

<b>Registered owner/ Grantor</b>	<b>Trademark</b>	<b>Registration No. or Application No.</b>
NEKOOSA LV, LLC	WALK-ON GRAPHICS	2,229,481
NEKOOSA LV, LLC	SIGN-AD	2,450,427
NEKOOSA LV, LLC	ENVIRO-CLING	4,825,286
NEKOOSA LV, LLC	OPTI-CLING	4,825,285
NEKOOSA LV, LLC	TRANS-AD	5,284,795
NEKOOSA LV, LLC	MOJAVE DIGITAL MEDIA	5,284,800
NEKOOSA LV, LLC	CLEAR-AD	87308847
NEKOOSA LV, LLC	HI STAT	87308834
NEKOOSA LV, LLC	WALL GRAPHICS	87308928