

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478349

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royal Paper Converting, LLC		06/15/2018	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	NXT Capital, LLC, as Agent		
Street Address:	191 N. Wacker Drive, 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4903603	PETALO	
Registration Number:	4666917	EARTH FIRST	
Registration Number:	3956215		
Registration Number:	3979727		
Registration Number:	2571415	ROYAL PAPER	
Registration Number:	2588939	PLATINUM	
Registration Number:	2145503	SOFITELLE	
Registration Number:	1803726	SOFT & SILKY	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<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:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.		
Address Line 2:	Ste 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6492.274		

OP \$215.00 4903603

NAME OF SUBMITTER:	Sharon Patterson
SIGNATURE:	/sharon patterson/
DATE SIGNED:	06/18/2018
Total Attachments: 6 source=08 Royal Paper - Trademark Security Agreement#page1.tif source=08 Royal Paper - Trademark Security Agreement#page2.tif source=08 Royal Paper - Trademark Security Agreement#page3.tif source=08 Royal Paper - Trademark Security Agreement#page4.tif source=08 Royal Paper - Trademark Security Agreement#page5.tif source=08 Royal Paper - Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

June 15, 2018

WHEREAS, Royal Paper Converting, LLC, an Arizona limited liability company ("Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses, if any, listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among, *inter alia*, Grantor, Doubletree Paper Mills, L.L.C., an Arizona limited liability company ("Doubletree"; Grantor and such other Persons joined as borrowers thereto from time to time, each a "Borrower" and collectively the "Borrowers"), the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and NXT Capital, LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Agent (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, including, without limitation, each Trademark License, if any, identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties

for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by Grantor under any Trademark License, including, without limitation, any Trademark License, if any, identified in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

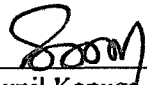
Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee 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.

[signature pages follow]

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

ROYAL PAPER CONVERTING, LLC

By:  _____
Name: Sunil Kanuga
Title: Chief Operating Officer

ACKNOWLEDGED:

NXT CAPITAL, LLC, as Agent

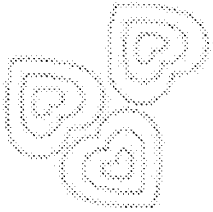
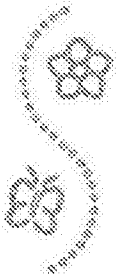
By: 

Name: Dan Green

Title: Director

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE
Miscellaneous Design 	78855606	A Section 8 declaration has been accepted.	3,979,727	6/14/2011
Miscellaneous Design 	85156181	A Section 8 declaration has been accepted.	3,956,215	5/03/2011
EARTH FIRST	86290995	Registered. The registration date is used to determine when post-registration maintenance documents are due.	4,666,917	1/06/2015
PETALO	86290979	Registered. The registration date is used to determine when post-registration maintenance documents are due.	4,903,603	2/23/2016

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE
PLATINUM	75701905	The registration has been renewed.	2,588,939	7/02/2002
ROYAL PAPER	76312187	The registration has been renewed.	2,571,415	5/21/2002
SOFITELLE	75195554	The registration has been renewed.	2,145,503	3/17/1998
SOFT & SILKY	74239330	The registration has been renewed.	1,803,726	11/09/1993

TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None