

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM478483

<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>
Appvion Operations, Inc.		06/13/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Administrative Agent		
<b>Street Address:</b>	Attn: Syndication Agency Services		
<b>Internal Address:</b>	MAC D1109-019, 1525 West W.T. Harris Blvd.		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28262		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 43</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2879977	ALPHA	
<b>Registration Number:</b>	2730105	APPLETON	
<b>Registration Number:</b>	2774509	APPLETON COATED	
<b>Registration Number:</b>	4460189	APPLETON DIGITAL	
<b>Registration Number:</b>	4491748	APPVION	
<b>Registration Number:</b>	4561380	A APPVION	
<b>Registration Number:</b>	4615819	A APPVION	
<b>Registration Number:</b>	1989113	DOCUCHECK	
<b>Registration Number:</b>	2037533	DOCUCHECK	
<b>Registration Number:</b>	2155258	DOCUCHECK BASIC	
<b>Registration Number:</b>	3169940	DOCUCHECK GHOST	
<b>Registration Number:</b>	5229014	DOCUCHECK	
<b>Registration Number:</b>	2155259	DOCUCHECK WATERMARK	
<b>Registration Number:</b>	2933082	DOCUMARK	
<b>Registration Number:</b>	2556953	ECARBONLESS	
<b>Registration Number:</b>	2787242	HEATSAFE	
<b>Registration Number:</b>	2602692	IMPEDE	
<b>Registration Number:</b>	2987512	INSTANT REPLAY	

CH \$1090.00 2879977

Property Type	Number	Word Mark
Registration Number:	1587789	INTEGRA
Registration Number:	4994740	KABOOM!
Registration Number:	3476165	LINEMARK
Registration Number:	2960835	MONDIAL MARK
Registration Number:	5277729	OPTIMA
Registration Number:	5356314	OPTIMA
Registration Number:	4792095	PERMACHECK
Registration Number:	1542493	POLYTHERM
Registration Number:	2425100	POS PLUS
Registration Number:	2772409	PRESSPRO
Registration Number:	1665465	RECOVER
Registration Number:	2960163	RÉSISTE
Registration Number:	1856253	SECURATHERM
Registration Number:	2757017	TECHMARK
Registration Number:	3131845	THERMART
Registration Number:	2137772	TONERFUSE
Registration Number:	4999987	TRIUMPH
Registration Number:	5249481	TRIUMPH
Serial Number:	87668176	TRIUMPH DIGITAL MEDIA
Serial Number:	87868978	TRIUMPH DIGITAL THERMAL MEDIA
Registration Number:	2051395	WAVEX
Registration Number:	2802815	WHAT IDEAS CAN DO
Registration Number:	1743930	XERO/FORM
Serial Number:	87683887	CHROMA
Registration Number:	5343000	DUAL

**CORRESPONDENCE DATA**

**Fax Number:** 4159848701

*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.*

**Phone:** 415-984-8932

**Email:** mparks@omm.com

**Correspondent Name:** Maiah Parks

**Address Line 1:** O'Melveny & Myers LLP

**Address Line 2:** 2 Embarcadero Center, 28th Floor

**Address Line 4:** San Francisco, CALIFORNIA 94111

**ATTORNEY DOCKET NUMBER:** 0281800-00054

**NAME OF SUBMITTER:** Alexandra C. Echery

**SIGNATURE:** /ace/

**DATE SIGNED:**

06/18/2018

**Total Attachments: 10**

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**TRADEMARK COLLATERAL AGREEMENT  
(SHORT-FORM)**

TRADEMARK COLLATERAL AGREEMENT (this “Agreement”), dated as of June 13, 2018, made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “Grantors”), in favor of Wells Fargo Bank, National Association, as Administrative Agent (in such capacity, the “Administrative Agent”), for the banks, financial institutions and other entities (the “Lenders”) from time to time parties to the Term Loan Credit Agreement, dated as of June 13, 2018 (as amended, restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), among Appvion Operations, Inc., a Delaware corporation (the “Borrower”), Appvion Holding Corp., a Delaware corporation (“Holdings”), the Administrative Agent.

Reference is made to the Term Loan Guarantee and Collateral Agreement dated as of June 13, 2018 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Grantors, the other grantors party thereto from time to time and the Administrative Agent. Borrower and each of the other Grantors will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, 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.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to and in accordance with the Collateral Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Lenders, a security interest in, all right, title and interest of each such Grantor in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”); provided that no security interest shall attach to any such Trademark Collateral if and for so long as the grant of such security interest would result in the abandonment, invalidation, unenforceability or termination of such Trademark Collateral; and provided further that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation, unenforceability or termination shall be remedied:

all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, in the United States Patent and Trademark Office including, without limitation, as referred to in Schedule I and (ii) the right to obtain all extensions and renewals thereof.

Notwithstanding the foregoing, the Trademark Collateral shall not include any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or Section 1(d) of the Lanham Act has been filed, to

the extent that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act or cause the trademark that is the subject thereof to be invalidated or abandoned. It is the intent of the parties that this Agreement grants a security interest in the Trademark Collateral and is not intended to be, and shall not be deemed to be, an assignment of the Trademark Collateral.

Section 3. Termination. This Agreement is made to secure the satisfactory performance and payment of the Obligations. This Agreement and the security interests granted hereby shall terminate with respect to all of a Grantor’s Obligations and any Lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of such Grantor’s obligations thereunder. The Administrative Agent shall, in connection with any termination or release herein or under the Collateral Agreement, execute and deliver to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such satisfactory performance or payment, the Administrative Agent shall reasonably cooperate with any efforts made by a Grantor 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.

Section 4. Supplement to the Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral and other similar 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 5. Entire Agreement. This Agreement, along with the Collateral Agreement, sets forth the entire understanding of the parties with respect to the Trademark Collateral. Except as expressly provided herein, the Collateral Agreement is not modified or otherwise affected hereby and remains in full force and effect.

[Signatures on following page]

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

APPVION OPERATIONS, INC., a Delaware corporation, as Grantor

By: 

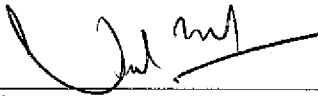
Name: Luke G. Kelly

Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

**TRADEMARK**  
**REEL: 006356 FRAME: 0537**

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Administrative Agent

By:   
Name: VIVEK TAVAR  
Title: DIRECTOR

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

TRADEMARK  
REEL: 006356 FRAME: 0538

**Schedule I to  
Trademark Collateral Agreement (Short-Form)**

<b>No.</b>	<b>Application/Registration Date</b>	<b>Jurisdiction</b>	<b>Recorded Owner</b>	<b>Mark</b>	<b>Application or Registration Number</b>
1.	August 31, 2004	United States	Appvion Operations, Inc.	Alpha	2879977
2.	June 24, 2003	United States	Appvion Operations, Inc.	Appleton (New Design)	2730105
3.	October 21, 2003	United States	Appvion Operations, Inc.	Appleton Coated	2774509
4.	December 31, 2013	United States	Appvion Operations, Inc.	Appleton Digital (stylized)	4460189
5.	March 4, 2014	United States	Appvion Operations, Inc.	Appvion	4491748
6.	July 1, 2014	United States	Appvion Operations, Inc.	A Appvion (and design)	4561380
7.	October 7, 2014	United States	Appvion Operations, Inc.	A Appvion (and design)	4615819
8.	July 23, 1996	United States	Appvion Operations, Inc.	Docucheck	1989113
9.	February 11, 1997	United States	Appvion Operations, Inc.	Dochucheck & Design	2037533
10.	May 5, 1998	United States	Appvion Operations, Inc.	Docucheck Basic	2155258
11.	November 7, 2006	United States	Appvion Operations, Inc.	Docucheck Ghost	3169940
12.	June 20, 2017	United States	Appvion Operations, Inc.	Docucheck Logo	5229014
13.	May 5, 1998	United States	Appvion Operations, Inc.	Docucheck Watermark	2155259



No.	Application/Registration Date	Jurisdiction	Recorded Owner	Mark	Application or Registration Number
14.	March 15, 2005	United States	Appvion Operations, Inc.	Documark	2933082
15.	April 2, 2002	United States	Appvion Operations, Inc.	Ecarbonless	2556953
16.	November 25, 2003	United States	Appvion Operations, Inc.	Heatsafe	2787242
17.	July 30, 2002	United States	Appvion Operations, Inc.	Impede	2602692
18.	August 23, 2005	United States	Appvion Operations, Inc.	Instant Replay	2987512
19.	March 20, 1990	United States	Appvion Operations, Inc.	Integra	1587789
20.	July 5, 2016	United States	Appvion Operations, Inc.	Kaboom!	4994740
21.	2008-07	United States	Appvion Operations, Inc.	Linemark	3476165
22.	June 7, 2005	United States	Appvion Operations, Inc.	Mondial Mark	2960835
23.	August 29, 2017	United States	Appvion Operations, Inc.	Optima (3 <sup>rd</sup> Filing)	5277729
24.	December 12, 2017	United States	Appvion Operations, Inc.	Optima (4 <sup>th</sup> Filing)	5356314
25.	August 11, 2015	United States	Appvion Operations, Inc.	Permacheck	4792095
26.	June 6, 1989	United States	Appvion Operations, Inc.	Polytherm	1542493
27.	January 30, 2001	United States	Appvion Operations, Inc.	POS Plus	2425100

No.	Application/Registration Date	Jurisdiction	Recorded Owner	Mark	Application or Registration Number
28.	October 7, 2003	United States	Appvion Operations, Inc.	Presspro	2772409
29.	November 19, 1991	United States	Appvion Operations, Inc.	Recover (for Carbonless)	1665465
30.	June 7, 2005	United States	Appvion Operations, Inc.	Resiste	2960163
31.	September 27, 1994	United States	Appvion Operations, Inc.	Securatherm	1856253
32.	August 26, 2003	United States	Appvion Operations, Inc.	Techmark	2757017
33.	August 22, 2006	United States	Appvion Operations, Inc.	Thermart	3131845
34.	February 17, 1998	United States	Appvion Operations, Inc.	Tonerfuse	2137772
35.	July 12, 2016	United States	Appvion Operations, Inc.	Triumph	4999987
36.	July 25, 2017	United States	Appvion Operations, Inc.	Triumph	5249481
37.	November 1, 2017	United States	Appvion Operations, Inc.	Triumph Digital Media	87/668176
38.	April 9, 2018	United States	Appvion Operations, Inc.	Triumph Digital Thermal Media	87/868978
39.	April 8, 1997	United States	Appvion Operations, Inc.	Wavex	2051395
40.	January 6, 2004	United States	Appvion Operations, Inc.	What Ideas Can Do	2802815
41.	December 29, 1992	United States	Appvion Operations, Inc.	Xero/Form	1743930

Schedule I-2

**TRADEMARK**  
**REEL: 006356 FRAME: 0541**

No.	Application/Registration Date	Jurisdiction	Recorded Owner	Mark	Application or Registration Number
42.	November 14, 2017	United States	Appvion Operations, Inc.	Chroma	87/683,887
43.	11-2017	United States	Appvion Operations, Inc.	Dual	5343000
44.	1983-04	Canada	Appvion Operations, Inc.	A & Design	TMA278517
45.	2016-04	Canada	Appvion Operations, Inc.	A Appvion & Design	1619090 TMA933618
46.	2016-04	Canada	Appvion Operations, Inc.	A Appvion & Design	1619092 TMA933606
47.	2008-02	Canada	Appvion Operations, Inc.	Alpha	TMA708538
48.	2003-09	Canada	Appvion Operations, Inc.	Appleton & Design	TMA590745
49.	2015-06	Canada	Appvion Operations, Inc.	Appvion	1578123 TMA905988
50.	2003-01	Canada	Appvion Operations, Inc.	Avario	TMA574529
51.	1995-09	Canada	Appvion Operations, Inc.	Docucheck	TMA448158
52.	2006-09	Canada	Appvion Operations, Inc.	Documark	TMA672876
53.	2008-09	Canada	Appvion Operations, Inc.	Dual	TMA724832
54.	2002-11	Canada	Appvion Operations, Inc.	Ecarbonless	TMA571217

No.	Application/Registration Date	Jurisdiction	Recorded Owner	Mark	Application or Registration Number
55.	1995-09	Canada	Appvion Operations, Inc.	Ecoguard	TMA448140
56.	2006-04	Canada	Appvion Operations, Inc.	Heatsafe	TMA662589
57.	2003-05	Canada	Appvion Operations, Inc.	Impede	TMA582421
58.	1991-04	Canada	Appvion Operations, Inc.	Integra	TMA382908
59.	2016-02	Canada	Appvion Operations, Inc.	Kaboom!	TMA953788
60.	2006-11	Canada	Appvion Operations, Inc.	Mondial Mark	TMA676916
61.	1990-11	Canada	Appvion Operations, Inc.	Polytherm	TMA376340
62.	05-2005	Canada	Appvion Operations, Inc.	Presspro	TMA640405
63.	03-1991	Canada	Appvion Operations, Inc.	Recover	TMA382479
64.	02-1994	Canada	Appvion Operations, Inc.	Recover	TMA423562
65.	08-2006	Canada	Appvion Operations, Inc.	Resiste	TMA671309
66.	06-1994	Canada	Appvion Operations, Inc.	Securatherm	TMA429202
67.	11-2004	Canada	Appvion Operations, Inc.	Stylized Swirl Design	TMA625551
68.	08-2010	Canada	Appvion Operations, Inc.	Techmark	TMA775850

Schedule I-2

**TRADEMARK**  
**REEL: 006356 FRAME: 0543**

No.	Application/Registration Date	Jurisdiction	Recorded Owner	Mark	Application or Registration Number
69.	07-2005	Canada	Appvion Operations, Inc.	Thermart	TMA6444332
70.	09-2017	Canada	Appvion Operations, Inc.	Triumph	TMA979931
71.	03-2017	Canada	Appvion Operations, Inc.	Triumph	1,827,295
72.	04-2018	Canada	Appvion Operations, Inc.	Triumph Digital Media	1,896,344
73.	01-1999	Canada	Appvion Operations, Inc.	Wavex	TMA506297
74.	09-2005	Canada	Appvion Operations, Inc.	What Ideas Can Do	TMA647628
75.	06-1994	Canada	Appvion Operations, Inc.	Xero/Form	TMA428904
76.	04-2018	Mexico	Appvion Operations, Inc.	Triumph Digital Media	USPTO Ref. No. A0075414 (Mexican App. No. to be assigned)