ETAS ID: TM478616

### Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

TRADEMARK ASSIGNMENT COVER SHEET

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC, as Administrative Agent		06/13/2018	Limited Liability Company:

#### **RECEIVING PARTY DATA**

Name:	Appvion, Inc.	
Street Address:	825 E. Wisconsin Avenue	
City:	Appleton	
State/Country:	WISCONSIN	
Postal Code:	54912-0353	
Entity Type:	Corporation: DELAWARE	
Name:	Paperweight Development Corp.	
Street Address:	825 E. Wisconsin Avuenue	
City:	Appleton	
State/Country:	WISCONSIN	
Postal Code:	54912-0353	
Entity Type:	Corporation: WISCONSIN	

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	4615819	A APPVION
Serial Number:	85767093	A APPVION
Registration Number:	4491748	APPVION
Registration Number:	4561380	A APPVION

#### 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

**REEL: 006357 FRAME: 0656** 

TRADEMARK

900455156

Address Line 4: San Francisco, CALIFORNIA 94111			
ATTORNEY DOCKET NUMBER:	0281800-00054		
NAME OF SUBMITTER:	Alexandra C. Echery		
SIGNATURE:	/ace/		
DATE SIGNED:	06/19/2018		
Total Attachments: 5			
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#### RELEASE OF TRADEMARK COLLATERAL AGREEMENT (SHORT-FORM)

This Release of Trademark Collateral Agreement (Short-Form) (this "Release") is dated as of June 13, 2018, with reference to (i) that certain Trademark Collateral Agreement (Short-Form), dated May 29, 2015 and effective *munc tunc* as of November 19, 2013 (the "Trademark Collateral Agreement"), made by Appvion, Inc., a Delaware corporation (the "Borrower"), and Paperweight Development Corp., a Wisconsin corporation ("Holdings", and together with the Borrower and any other entity that may have become a party thereto as provided therein, the "Grantors"), in favor of Jefferies Finance LLC as Administrative Agent (in such capacity, the "Administrative Agent"), parties to the Credit Agreement, dated June 28, 2013, as amended or otherwise modified prior to the date hereof; and (ii) that certain Trademark Collateral Agreement, dated June 28, 2013 made by the Borrower in favor of Jefferies Finance LLC (the "Canadian Security Agreement"). Capitalized terms used but not otherwise defined in this Release have the meanings set forth for such terms in the Guarantee and Collateral Agreement (as defined below).

WHEREAS, the Grantors and the Administrative Agent are parties to the Guarantee and Collateral Agreement, dated as of June 28, 2013 (as amended or otherwise modified prior to the date hereof, (the "Guarantee and Collateral Agreement"), pursuant to which, the Trademark Collateral Agreement was entered into thereby granting, pursuant to the Guarantee and Collateral Agreement, the Trademark Collateral Agreement and the Canadian Security Agreement, a security interest in, all right, title and interest of each Grantor in or to any and all of the following assets and properties now owned or at any time thereafter 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 in, to or under the following Collateral (collectively, the "Trademark Collateral"):

(i) 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 <u>Schedule I</u>, and the Canadian Intellectual Property Office including, without limitation, as referred to in <u>Schedule II</u>, and (ii) the right to obtain all extensions and renewals thereof.

WHEREAS, the Trademark Collateral Agreement was recorded with the United States Patent and Trademark Office on May 29, 2015 at Reel/Frame No.: 005525-0808 and granted a security interest in the Trademark Collateral including the Trademarks listed on Schedule I;

WHEREAS, the Canadian Security Agreement was recorded with the Canadian Intellectual Property Office on July 22, 2013 and granted a security interest in the Trademark Collateral including the Trademarks listed on <u>Schedule II</u>;

WHEREAS, each Secured Party through the Administrative Agent desires to release and terminate the Administrative Agent's security interest in the Trademark Collateral including the Trademarks identified on <u>Schedule I</u> and <u>Schedule II</u> attached hereto;

WHEREAS, the Borrower desires to record this instrument to evidence termination of the security interest in the Trademark Collateral.

NOW, THEREFORE, the Administrative Agent on behalf of each Secured Party hereby terminates, releases, and discharges fully, the security interest in and lien on the Trademark Collateral (including without limitation the Trademarks listed on Schedule I and Schedule II hereto) as granted pursuant to the Guarantee and Collateral Agreement, the Trademark Collateral Agreement and the Canadian Security Agreement, and any rights Administrative Agent may have in the Trademark Collateral are hereby reconveyed, transferred, and assigned to the recorded owner, as applicable, without recourse, representation or warranty of any kind, and any right, title or interest of Administrative Agent in the Trademark Collateral shall hereby cease and become void.

The Administrative Agent hereby agrees, at the sole expense of the Borrower, to take such further actions and to execute such further documents as the Borrower may reasonably request to effect and evidence this Release, including, without limitation, the execution of any filings, statements, amendments, recordations or other instruments required to release its interests in the applications or registrations of the Trademark Collateral and record the chain of title accordingly with the United States Patent and Trademark Office and the Canadian Intellectual Property Office as applicable.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first above written.

JEFFERIES FINANCE LLC,

as Administrative Agent

By: Paw Und Name: Paul Chrisholm Title: Managing Durichor

[SIGNATURE PAGE TO RELEASE OF TRADEMARK COLLATERAL AGREEMENT]

# Schedule I

# U.S. Registered Trademarks and Trademark Applications:

Trademarks US				
Trademark Name	Serial	Registration Number	Issue Date	Owner
A APPVION	85/767,053	4615819	07-Oct-2014	Appvion, Inc.
(vertical)				
A APPVION	85/767,093	n/a (Abandoned)	n/a	Appvion, Inc.
(horizontal)				
APPVION	85/612,163	4491748	04-Mar-2014	Appvion, Inc.
A APPVION	85/981,922	4561380	01-Jul-2014	Appvion, Inc.

Trademarks State			
Trademark Name	State	Registration Date	Status
Stylized A	Wisconsin	16-Apr-2014	Registered
A APPVION	Wisconsin	16-Apr-2014	Registered
(horizontal)		_	
A APPVION	Wisconsin	16-Apr-2014	Registered
(vertical)		_	

## **Canada Registered Trademarks and Trademark Applications**

	Trademar	ks Canada	
Trademark Name	Application Number	Filing Date	Owner
ENSENSA	1654081	28-Nov-2013	Appvion, Inc.
ENLIGHTEN	1654083	28-Nov-2013	Appvion, Inc.
ENFINIT	1654080	16-Apr-2014	Appvion, Inc.

Schedule I-1

Schedule II

Canadian Registered Trademarks and Trademark Applications:

Owner	Name of Trade-mark	App. No.	Reg. No.
Appvion, Inc.	A APPVION & Design	1619090	TMA933618
Appvion, Inc.	A APPVION & Design	1619092	TMA933606
Appvion, Inc.	ALPHA	1146085	TMA708538
Appvion, Inc.	APPLETON DESIGN	1123034	TMA590745
Appvion, Inc.	APPVION	1578123	TMA905988
Appvion, Inc.	AVARIO	1081606	TMA574529
Appvion, Inc.	DOCUCHECK	0768237	TMA448158
Appvion, Inc.	DOCUMARK	1115101	TMA672876
Appvion, Inc.	DUAL	1146087	TMA724832
Appvion, Inc.	ECARBONLESS	1081607	TMA571217
Appvion, Inc.	ECOGUARD	0765367	TMA448140
Appvion, Inc.	HEATSAFE	1146083	TMA662589
Appvion, Inc.	IMPEDE	1115096	TMA582421
Appvion, Inc.	INTEGRA	0638333	TMA382908
Appvion, Inc.	MONDIAL MARK	1171690	TMA676916
Appvion, Inc.	POLYTHERM	0594919	TMA376340
Appvion, Inc.	PRESSPRO	1146086	TMA640405
Appvion, Inc.	RECOVER	0653327	TMA382479
Appvion, Inc.	RECOVER	0672821	TMA423562
Appvion, Inc.	RÉSISTE	1146082	TMA671309
Appvion, Inc.	SECURATHERM	0729654	TMA429202
Appvion, Inc.	SYLIZED SWIRL DESIGN	1122881	TMA625551
Appvion, Inc.	TECHMARK	1377136	TMA775850
Appvion, Inc.	THERMART	1146084	TMA644332
Appvion, Inc.	WAVEX	0790304	TMA506297
Appvion, Inc.	WHAT IDEAS CAN DO	1103566	TMA647628
Appvion, Inc.	XERO/FORM	0707134	TMA428904

Schedule II-1

**RECORDED: 06/19/2018**