

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM478724

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

## CONVEYING PARTY DATA

| Name                     | Formerly | Execution Date | Entity Type           |
|--------------------------|----------|----------------|-----------------------|
| Appvion Operations, Inc. |          | 06/13/2018     | Corporation: DELAWARE |

## RECEIVING PARTY DATA

|                        |   |
|------------------------|---|
| <b>Name:</b>           | WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT |
| <b>Street Address:</b> | 10 S. Wacker Drive, 26th Floor                                  |
| <b>City:</b>           | Chicago   |
| <b>State/Country:</b>  | ILLINOIS  |
| <b>Postal Code:</b>    | 60606   |
| <b>Entity Type:</b>    | National Banking Association: UNITED STATES                     |

## PROPERTY NUMBERS Total: 43

| Property Type        | Number  | Word Mark           |
|----------------------|---------|---------------------|
| Registration Number: | 2879977 | ALPHA               |
| Registration Number: | 2730105 | APPLETON            |
| Registration Number: | 2774509 | APPLETON COATED     |
| Registration Number: | 4460189 | APPLETON DIGITAL    |
| Registration Number: | 4491748 | APPVION             |
| Registration Number: | 4561380 | A APPVION           |
| Registration Number: | 4615819 | A APPVION           |
| Registration Number: | 1989113 | DOCUCHECK           |
| Registration Number: | 2037533 | DOCUCHECK           |
| Registration Number: | 2155258 | DOCUCHECK BASIC     |
| Registration Number: | 3169940 | DOCUCHECK GHOST     |
| Registration Number: | 5229014 | DOCUCHECK           |
| Registration Number: | 2155259 | DOCUCHECK WATERMARK |
| Registration Number: | 2933082 | DOCUMARK            |
| Registration Number: | 2556953 | ECARBONLESS         |
| Registration Number: | 2787242 | HEATSAFE            |
| Registration Number: | 2602692 | IMPEDE              |
| Registration Number: | 2987512 | INSTANT REPLAY      |
| Registration Number: | 1587789 | INTEGRA             |

TRADEMARK

| Property Type        | Number   | Word Mark                     |
|----------------------|----------|-------------------------------|
| 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:** 8046982230

*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:** 804-775-1166

**Email:** jhowell2@mcguirewoods.com

**Correspondent Name:** Janet P. Peyton, McGuireWoods LLP

**Address Line 1:** Gateway Plaza, 800 East Canal Street

**Address Line 4:** Richmond, VIRGINIA 23219

|                           |                   |
|---------------------------|-------------------|
| <b>NAME OF SUBMITTER:</b> | Janet P. Peyton   |
| <b>SIGNATURE:</b>         | /Janet P. Peyton/ |
| <b>DATE SIGNED:</b>       | 06/20/2018        |

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 13th day of June, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

**WHEREAS**, pursuant to that certain Credit Agreement dated as of June 13, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Appvion Holding Corp., a Delaware corporation ("Parent"), Appvion Operations, Inc., a Delaware corporation ("Appvion") (Appvion and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof (each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), Appvion Canada, Ltd., a Canadian corporation, the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of June 13, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

**WHEREAS**, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses constituting "Collateral" (as defined in the Guaranty and Security Agreement) to which it is a party, including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided that the Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided, that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and

all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

APPVION OPERATIONS, INC.

By: 

Name: Luke G. Kelly

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Agent

By: 

Name: Vivek Tayal

Title: Director



**SCHEDULE I**  
to  
Trademark Security Agreement

**Trademarks; Trademark Applications; Domain Names**

| <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                                   |
| 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                                   |

| <b>No.</b> | <b>Application/Registration Date</b> | <b>Jurisdiction</b> | <b>Recorded Owner</b>    | <b>Mark</b>                     | <b>Application or Registration Number</b> |
|------------|--------------------------------------|---------------------|--------------------------|---------------------------------|---|
| 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 (4th 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                                   |
| 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                                   |

| <b>No.</b> | <b>Application/Registration Date</b> | <b>Jurisdiction</b> | <b>Recorded Owner</b>    | <b>Mark</b>        | <b>Application or Registration Number</b> |
|------------|--------------------------------------|---------------------|--------------------------|--------------------|---|
| 41.        | December 29, 1992                    | United States       | Appvion Operations, Inc. | Xero/Form          | 1743930                                   |
| 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<br>TMA933618                      |
| 46.        | 2016-04                              | Canada              | Appvion Operations, Inc. | A Appvion & Design | 1619092<br>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<br>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                                 |
| 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                                 |

| No. | Application/Registration Date | Jurisdiction | Recorded Owner           | Mark                  | Application or Registration Number |
|-----|-------------------------------|--------------|--------------------------|-----------------------|------------------------------------|
| 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                          |
| 69. | 07-2005                       | Canada       | Appvion Operations, Inc. | Thermart              | TMA644433<br>2                     |
| 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                          |

### Trademark Licenses

The following intellectual property licenses have been assumed by Appvion Operations, Inc. pursuant to that certain Asset Purchase Agreement, dated as of March 13, 2018, by and among Appvion Holding Corp. and Appvion, Inc., Paperweight Development Corp., PDC Capital Corporation, Appvion Receivables Funding I LLC, and APVN Holdings LLC, as may be amended or modified from time to time.

1. Trademark License Agreement between Appleton and Appleton Coated, effective as of January 1, 2000, whereby the term "Appleton Coated" is licensed by Appleton to Appleton Coated, as assumed by Appvion Operations, Inc. pursuant to the Purchase Agreement.
2. Trademark Sublicense Agreement between Appleton and Appleton's wholly owned subsidiary, Appleton Papers Canada Ltd., effective as of January 1, 1987.
3. Trademark License Agreement between Appleton and Lentheric, Inc., effective as of June 30, 1978. This is the original license pertaining to NCR Corporation's NCR Paper registered trademark.