

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491424

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SCHWEITZER-MAUDUIT INTERNATIONAL, INC.		09/25/2018	Corporation: DELAWARE
DELSTAR TECHNOLOGIES, INC.		09/25/2018	Corporation: DELAWARE
ARGOTEC LLC		09/25/2018	Limited Liability Company: DELAWARE
CONWED PLASTICS LLC		09/25/2018	Limited Liability Company: DELAWARE
CONWED PLASTICS ACQUISITION COMPANY V LLC		09/25/2018	Limited Liability Company: DELAWARE
U.S. NETTING, INC.		09/25/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent
Street Address:	1L1-1145/54/63, P. O. Box 6026
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60680-6026
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 96

Property Type	Number	Word Mark
Registration Number:	2095731	
Registration Number:	2058288	
Registration Number:	2284464	
Registration Number:	3680501	ALGINEX
Registration Number:	4068780	FLAXSTALK
Registration Number:	4505636	SWM
Registration Number:	4505637	SWM
Registration Number:	4044223	SWM
Registration Number:	4107692	SWM
Registration Number:	4505638	ENGINEERED FOR TOMORROW

OP \$2415.00 2095731

Property Type	Number	Word Mark
Registration Number:	4505639	ENGINEERED FOR TOMORROW
Registration Number:	4511056	ENGINEERED FOR TOMORROW
Registration Number:	5232835	GLUCIGEN
Registration Number:	4643777	ALGINEX
Registration Number:	0910990	DELNET
Registration Number:	2192570	STRATEX
Registration Number:	2300773	DELPORE
Registration Number:	3482536	CORETEC
Registration Number:	3420711	CORETEC
Registration Number:	1370201	DURONET
Registration Number:	0789254	NALTEX
Registration Number:	1394059	FLEX-GUARD
Registration Number:	3819124	ARGOBOND
Registration Number:	4026874	ARGOEDGESEALPLUS
Registration Number:	3819128	ARGOFLEX
Registration Number:	3819126	ARGOGRAPH
Registration Number:	3819125	ARGOGUARD
Registration Number:	3819127	ARGOMED
Registration Number:	4106444	ARGOMEDPLUS
Registration Number:	3815213	ARGOTEC URETHANE FILM & SHEET
Registration Number:	3819123	ARGOTHANE
Registration Number:	4308173	ENCAPSOLARCOOL
Registration Number:	4211451	GLOSS GUARD
Registration Number:	2438123	STEVENS URETHANE FILM.SHEET.TUBING
Registration Number:	4211450	CAPROCOVER
Registration Number:	2286542	AVINET
Registration Number:	3768357	BACTOLOXX
Registration Number:	3753063	BECAUSE NATURE CAN DO WHAT MAN CANNOT
Registration Number:	2749021	
Registration Number:	2749022	
Registration Number:	2768396	
Registration Number:	3755680	
Registration Number:	2623318	CANDY CANE
Registration Number:	1944841	
Registration Number:	0913944	CONWED
Registration Number:	1079687	CONWED
Registration Number:	1689058	CONWED
Registration Number:	2571413	CROSS COUNTRY

Property Type	Number	Word Mark
Registration Number:	4155589	DURASOXX
Registration Number:	4161677	ECOCYCLE
Registration Number:	4335161	ECOLINER
Registration Number:	3761524	ENVIROSOXX
Registration Number:	2900166	FILTREXX
Registration Number:	1213301	FLEXSPAN
Registration Number:	4388946	FLEXXTUBE
Registration Number:	3795500	KOLOMOLO
Registration Number:	3764027	GREENLOXX
Registration Number:	3742840	GROEXX
Registration Number:	3745089	GROSOXX
Registration Number:	4527036	IN COMPLIANCE WITH NATURE
Registration Number:	1587898	LAMINET
Registration Number:	3753064	LET NATURE DO IT
Registration Number:	3764202	METALLOXX
Registration Number:	3758002	MIMIC NATURE
Registration Number:	5142416	MULTINET
Registration Number:	1782671	NET-ALL
Registration Number:	1868782	NETLON
Registration Number:	1797880	NETLON ADVANCED TURF
Registration Number:	3990454	NETPAVE
Registration Number:	3764201	NUTRILOXX
Registration Number:	1648233	PAD MATE
Registration Number:	1648231	PADMATE
Registration Number:	4343440	PAVENET
Registration Number:	3764200	PETROLOXX
Registration Number:	1852433	REBOUND
Registration Number:	1098832	SODNET
Registration Number:	4482550	SOILSOXX
Registration Number:	3930520	STRETCHNET
Registration Number:	1216763	TENSIONET
Registration Number:	4475808	TERPMAT
Registration Number:	1822756	THERMANET
Registration Number:	1782723	TIE-NET
Registration Number:	4527054	TRINITY
Registration Number:	4008778	VEXAR
Serial Number:	75446060	DELGUARD
Serial Number:	75445827	DELSORB

Property Type	Number	Word Mark
Serial Number:	72279821	POWER MOLD
Serial Number:	73266177	PLASTINET
Serial Number:	73217209	PLASTINET
Registration Number:	0193977	
Serial Number:	76275311	HAIL GUARD
Serial Number:	87086223	FILTERBOXX
Serial Number:	86916429	DRAINFX
Serial Number:	87303790	TURFEXX
Serial Number:	87355552	INFUZE
Serial Number:	87462477	ODOREXX

CORRESPONDENCE DATA

Fax Number: 4045725100

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: 4045723408

Email: mramic@kslaw.com

Correspondent Name: Mia Ramic King & Spalding LLP

Address Line 1: 1180 Peachtree Street, N.E.

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	58708.015017
NAME OF SUBMITTER:	/S/ MIA RAMIC
SIGNATURE:	/S/ MIA RAMIC
DATE SIGNED:	09/25/2018

Total Attachments: 11

source=SWM - Trademark Security Agreement (Executed)#page1.tif
source=SWM - Trademark Security Agreement (Executed)#page2.tif
source=SWM - Trademark Security Agreement (Executed)#page3.tif
source=SWM - Trademark Security Agreement (Executed)#page4.tif
source=SWM - Trademark Security Agreement (Executed)#page5.tif
source=SWM - Trademark Security Agreement (Executed)#page6.tif
source=SWM - Trademark Security Agreement (Executed)#page7.tif
source=SWM - Trademark Security Agreement (Executed)#page8.tif
source=SWM - Trademark Security Agreement (Executed)#page9.tif
source=SWM - Trademark Security Agreement (Executed)#page10.tif
source=SWM - Trademark Security Agreement (Executed)#page11.tif

Trademark Security Agreement

This Trademark Security Agreement, dated as of September 25, 2018, by SCHWEITZER-MAUDUIT INTERNATIONAL, INC., DELSTAR TECHNOLOGIES, INC., ARGOTEC LLC, CONWED PLASTICS LLC, CONWED PLASTICS ACQUISITION COMPANY V LLC and U.S. NETTING, INC. (individually, a “Pledgor” and, collectively, the “Pledgors”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Pledge and Security Agreement, dated September 25, 2018 (the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds (other than Excluded Assets) of any and all of the foregoing.

Notwithstanding anything to the contrary contained herein, for the avoidance of doubt, the foregoing Pledged Collateral shall not include any 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.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. When all the Secured Obligations (other than (i) contingent indemnification obligations and (ii) obligations and liabilities under Swap Agreements and any contracts governing Banking Services not then due and payable) have been paid in full and the Commitments of the

Lenders to make any Loan or to issue any Letter of Credit under the Credit Agreement shall have expired or been sooner terminated and all Letters of Credit have expired or have been terminated or cash collateralized or with respect to which other arrangements reasonably satisfactory to the Administrative Agent and the Issuing Bank shall have been made in accordance with the provisions of the Credit Agreement, this Trademark Security Agreement shall terminate. Upon the termination of the Trademark Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

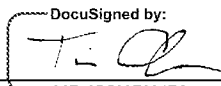
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

U.S. NETTING, INC.

By: _____
Name: David Timothy Cullen
Title: President

DocuSigned by:

C6748D620E804FC...

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Antje Focke
Title: Executive Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Owner	Registration Number	Trademark
Schweitzer-Mauduit International, Inc.	2095731	DESIGN S (IN CL 16)
Schweitzer-Mauduit International, Inc.	2058288	DESIGN S (IN CL 34)
Schweitzer-Mauduit International, Inc.	2284464	Design S
Schweitzer-Mauduit International, Inc.	3680501	ALGINEX
Schweitzer-Mauduit International, Inc.	4068780	FLAXSTALK
Schweitzer-Mauduit International, Inc.	4505636	SWM
Schweitzer-Mauduit International, Inc.	4505637	SWM
Schweitzer-Mauduit International, Inc.	4044223	SWM
Schweitzer-Mauduit International, Inc.	4107692	SWM
Schweitzer-Mauduit International, Inc.	4505638	ENGINEERED FOR TOMORROW
Schweitzer-Mauduit International, Inc.	4505639	ENGINEERED FOR TOMORROW
Schweitzer-Mauduit International, Inc.	4511056	ENGINEERED FOR TOMORROW
Schweitzer-Mauduit International, Inc.	5232835	GLUCIGEN
Schweitzer-Mauduit International, Inc.	4643777	ALGINEX
DelStar Technologies, Inc.	910990	DELNET
DelStar Technologies, Inc.	2192570	STRATEX
DelStar Technologies, Inc.	2300773	DELPORE
DelStar Technologies, Inc.	3482536	CORETEC
DelStar Technologies, Inc.	3420711	CORETEC
U.S. Netting, Inc.	1370201	DURONET
U.S. Netting, Inc.	789254	NALTEX
U.S. Netting, Inc.	1394059	FLEX-GUARD
ARGOTEC LLC	3819124	ARGOBOND
ARGOTEC LLC	4026874	ARGOEDGESEALPLUS
ARGOTEC LLC	3819128	ARGOFLEX
ARGOTEC LLC	3819126	ARGOGRAPH
ARGOTEC LLC	3819125	ARGOGUARD

ARGOTEC LLC	3819127	ARGOMED
ARGOTEC LLC	4106444	ARGOMEDPLUS
ARGOTEC LLC	3815213	ARGOTEC URETHANE FILM & SHEET
ARGOTEC LLC	3819123	ARGOTHANE
ARGOTEC LLC	4308173	ENCAPSOLARCOOL
ARGOTEC LLC	4211451	GLOSS GUARD
ARGOTEC LLC	2438123	STEVENS URETHANE FILM.SHEET.TUBING
ARGOTEC LLC	4211450	CAPROCOVER
Conwed Plastics LLC	2286542	AVINET
Conwed Plastics Acquisition Company V LLC	3768357	BACTOLOXX
Conwed Plastics Acquisition Company V LLC	3753063	BECAUSE NATURE CAN DO WHAT MAN CANNOT
Conwed Plastics LLC	2749021	BLACK AND GREEN NETTING Design
Conwed Plastics LLC	2749022	BLACK AND ORANGE NETTING Design
Conwed Plastics LLC	2768396	BLACK AND YELLOW NETTING Design
Conwed Plastics Acquisition Company V LLC	3755680	Branch & Leaf logo
Conwed Plastics LLC	2623318	CANDY CANE
Conwed Plastics LLC	1944841	CONWED
Conwed Plastics LLC	913944	CONWED
Conwed Plastics LLC	1079687	CONWED
Conwed Plastics LLC	1689058	CONWED
Conwed Plastics LLC	2571413	CROSS COUNTRY
Conwed Plastics Acquisition Company V LLC	4155589	DURASOXX
Conwed Plastics LLC	4161677	ECOCYCLE
Conwed Plastics LLC	4335161	ECOLINER
Conwed Plastics Acquisition Company V LLC	3761524	ENVIROSOXX
Conwed Plastics Acquisition Company V LLC	2900166	FILTREXX
Conwed Plastics LLC	1213301	FLEXSPAN
Conwed Plastics Acquisition Company V LLC	4388946	FLEXXTUBE
Conwed Plastics Acquisition Company V LLC	3795500	GARDENSOXX
Conwed Plastics Acquisition Company V LLC	3764027	GREENLOXX
Conwed Plastics Acquisition Company V LLC	3742840	GROEXX
Conwed Plastics Acquisition Company V LLC	3745089	GROSOXX
Conwed Plastics Acquisition Company V LLC	4527036	IN COMPLIANCE WITH NATURE
Conwed Plastics LLC	1587898	LAMINET (Stylized)
Conwed Plastics Acquisition Company V LLC	3753064	LET NATURE DO IT
Conwed Plastics Acquisition	3764202	METALLOXX

Company V LLC		
Conwed Plastics Acquisition Company V LLC	3758002	MIMIC NATURE
Conwed Plastics LLC	5142416	MULTINET
Conwed Plastics LLC	1782671	NET-ALL
Conwed Plastics LLC	1868782	NETLON
Conwed Plastics LLC	1797880	NETLON ADVANCED TURF
Conwed Plastics LLC	3990454	NETPAVE
Conwed Plastics Acquisition Company V LLC	3764201	NUTRILOXX
Conwed Plastics LLC	1648233	PAD MATE and Design
Conwed Plastics LLC	1648231	PADMATE
Conwed Plastics LLC	4343440	PAVENET
Conwed Plastics Acquisition Company V LLC	3764200	PETROLOXX
Conwed Plastics LLC	1852433	REBOUND
Conwed Plastics LLC	1098832	SODNET
Conwed Plastics Acquisition Company V LLC	4482550	SOILSOXX
Conwed Plastics LLC	3930520	STRETCHNET
Conwed Plastics LLC	1216763	TENSIONET
Conwed Plastics Acquisition Company V LLC	4475808	TERPMAT
Conwed Plastics LLC	1822756	THERMANET
Conwed Plastics LLC	1782723	TIE-NET+E91
Conwed Plastics Acquisition Company V LLC	4527054	TRINITY
Conwed Plastics LLC	4008778	VEXAR

Trademark Applications:

Owner	Application Number	Trademark
Schweitzer-Mauduit International, Inc.	86/081,239	GLUCIGEN
DelStar Technologies, Inc.	75/446,060	DELGUARD
DelStar Technologies, Inc.	75/445,678	DELPORE
DelStar Technologies, Inc.	75/445,827	DELSORB
DelStar Technologies, Inc.	72/342,046	DELNET
DelStar Technologies, Inc.	72/279,821	POWERMOLD
DelStar Technologies, Inc.	73/266,177	PLASTINET
DelStar Technologies, Inc.	73/217,209	PLASTINET
DelStar Technologies, Inc.	73/539,157	DURONET
DelStar Technologies, Inc.	193,977	NALTEX
DelStar Technologies, Inc.	76/275,311	HAIL GUARD
DelStar Technologies, Inc.	73/539,218	FLEX-GUARD
Conwed Plastics Acquisition Company V LLC	87/086,223	FILTERBOXX graphical mark

Conwed Plastics LLC	86/623,721	MULTINET
Conwed Plastics Acquisition Company V LLC	86/916,429	DRAINFX
Conwed Plastics Acquisition Company V LLC	87/303,790	TURFEXX word mark
Schweitzer-Mauduit International, Inc.	87/355,552	InFuze
Conwed Plastics Acquisition Company V LLC	87/462,477	Odorexx