

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496264

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pixelle Specialty Solutions LLC		10/31/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Administrative Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	bank organized and existing under the laws of Switzerland: SWITZERLAND

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	4056804	ADENA OPAQUE
Registration Number:	3537783	APPEAL
Registration Number:	3822636	CLEANPRESS CF
Registration Number:	3526346	CONSERVE
Registration Number:	3728899	CONSERVE
Registration Number:	2533131	
Registration Number:	2352698	DEFENSA
Registration Number:	4762028	DEFENSA TAMPERMARK
Registration Number:	2644324	DIGIBOOK
Registration Number:	1584643	EXCEL
Registration Number:	3952400	EXCELONE
Registration Number:	940978	EXHERE
Registration Number:	2676873	EXHERE
Registration Number:	3314230	G COLORS
Registration Number:	4998569	G-FORCE
Registration Number:	4297229	LOGAN
Registration Number:	617482	MOISTRITE
Registration Number:	1986600	NATURES
Registration Number:	4289234	NATURES

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3670205	NATURESOLV
Registration Number:	3686743	NATURESOLV
Registration Number:	3800582	NATURESOLV
Registration Number:	690914	OLD FORGE
Registration Number:	2409213	OPTICA
Registration Number:	3587078	PERMANENCE MATTERS
Registration Number:	5273790	PIXELLE
Registration Number:	2500209	PIXELLE
Registration Number:	5273791	PIXELLE
Registration Number:	2462535	PRINTLOC
Registration Number:	2558617	PRINTLOC
Registration Number:	957786	RESTORE COTE
Registration Number:	3962571	SCIOTO LEDGER
Registration Number:	3796882	SECURITY GATE
Registration Number:	2533130	
Registration Number:	1692968	SEQUEL
Registration Number:	1978888	SNAP-SET
Registration Number:	2071914	STABILITE
Registration Number:	189282	THOR
Registration Number:	3962572	TIFFIN TAG
Registration Number:	1908457	TRANS/RITE
Registration Number:	1077855	TRANS/TAB
Registration Number:	3596037	TRANSFORM
Registration Number:	4165083	WECOLOGY
Registration Number:	3962573	WORTHINGTON INDEX
Registration Number:	3299751	XCELERATOR
Registration Number:	5520039	XL1 REWARDS

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

Email: rhonda.deleon@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	038263-0368
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/

DATE SIGNED:	10/31/2018
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Total Attachments: 7

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- source=Spartan - IP Security Agreement Executed#page4.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 31, 2018, (this “Agreement”), by Pixelle Specialty Solutions LLC (the “Grantor”) in favor of Credit Suisse AG, Cayman Islands Branch (“Credit Suisse”), as administrative agent and collateral agent (in such capacities, the “Administrative Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of October 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Pixelle Specialty Solutions LLC, a Delaware limited liability company (the “Borrower”), Pixelle Specialty Solutions Intermediate LLC, a Delaware limited liability company (“Holdings”), the Subsidiary Grantors from time to time party thereto and the Administrative Agent. The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit Agreement, dated as of October 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), among the Borrower, Holdings, the Lenders from time to time party thereto and Credit Suisse, in its capacities as administrative agent and collateral agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, 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 Security Agreement. Section 1.03 of the Credit Agreement shall apply to this Agreement mutatis mutandis.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did, and hereby does, pledge, collaterally assign, mortgage and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following personal property and other assets, whether now owned by or owing to hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all (i) Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III hereto and (ii) all exclusive Copyright Licenses over which the Grantor is a licensee, including those listed on Schedule III hereto; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security 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 Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

PIXELLE SPECIALTY SOLUTIONS LLC

By: 

Name: J. Russell Friedman

Title: Executive Manager

[Signature Page to Intellectual Property Security Agreement]

[[3878319]]

TRADEMARK
REEL: 006471 FRAME: 0810

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Pixelle Specialty Solutions LLC	4056804	ADENA OPAQUE
Pixelle Specialty Solutions LLC	3537783	APPEAL
Pixelle Specialty Solutions LLC	3822636	CLEANPRESS CF
Pixelle Specialty Solutions LLC	3526346	CONSERVE
Pixelle Specialty Solutions LLC	3728899	CONSERVE LEAF LOGO
Pixelle Specialty Solutions LLC	2533131	CROSSES WATERMARK LOGO
Pixelle Specialty Solutions LLC	2352698	DEFENSA
Pixelle Specialty Solutions LLC	4762028	DEFENSA TAMPERMARK
Pixelle Specialty Solutions LLC	2644324	DIGIBOOK
Pixelle Specialty Solutions LLC	1584643	EXCEL
Pixelle Specialty Solutions LLC	3952400	EXCELONE
Pixelle Specialty Solutions LLC	0940978	EXHERE
Pixelle Specialty Solutions LLC	2676873	EXHERE LOGO
Pixelle Specialty Solutions LLC	3314230	G COLORS
Pixelle Specialty Solutions LLC	4998569	G-FORCE and Design
Pixelle Specialty Solutions LLC	4297229	LOGAN
Pixelle Specialty Solutions LLC	617482	MOISTRITE
Pixelle Specialty Solutions LLC	1986600	NATURES
Pixelle Specialty Solutions LLC	4289234	NATURES
Pixelle Specialty Solutions LLC	3670205	NATURESOLV
Pixelle Specialty Solutions LLC	3686743	NATURESOLV
Pixelle Specialty Solutions LLC	3800582	NATURESOLV LOGO
Pixelle Specialty Solutions LLC	0690914	OLD FORGE
Pixelle Specialty Solutions LLC	2409213	OPTICA
Pixelle Specialty Solutions LLC	3587078	PERMANENCE MATTERS
Pixelle Specialty Solutions LLC	5273790	PIXELLE
Pixelle Specialty Solutions LLC	2500209	(STYLIZED)

Pixelle Specialty Solutions LLC	5273791	PIXELLE LOGO
Pixelle Specialty Solutions LLC	2462535	PRINTLOC
Pixelle Specialty Solutions LLC	2558617	PRINTLOC
Pixelle Specialty Solutions LLC	0957786	RESTORE COTE
Pixelle Specialty Solutions LLC	3962571	SCIOTO LEDGER
Pixelle Specialty Solutions LLC	3796882	SECURITY GATE
Pixelle Specialty Solutions LLC	2533130	SECURITY GATE WATERMARK (DESIGN)
Pixelle Specialty Solutions LLC	1692968	SEQUEL
Pixelle Specialty Solutions LLC	1978888	SNAP-SET
Pixelle Specialty Solutions LLC	2071914	STABILITE
Pixelle Specialty Solutions LLC	189282	THOR (STYLIZED)
Pixelle Specialty Solutions LLC	3962572	TIFFIN TAG
Pixelle Specialty Solutions LLC	1908457	TRANS/RITE
Pixelle Specialty Solutions LLC	1077855	TRANS/TAB
Pixelle Specialty Solutions LLC	3596037	TRANSFORM
Pixelle Specialty Solutions LLC	4165083	WECOLOGY
Pixelle Specialty Solutions LLC	3962573	WORTHINGTON INDEX
Pixelle Specialty Solutions LLC	3299751	XCELERATOR
Pixelle Specialty Solutions LLC	5520039	XLI REWARDS

TRADEMARK APPLICATIONS

None.

SCHEDULE II

PATENTS

REGISTERED OWNER	SERIAL NUMBER	DESCRIPTION
Pixelle Specialty Solutions LLC	9,133,583	PROCESS FOR MAKING A STIFFENED PAPER
Pixelle Specialty Solutions LLC	8,496,784	PROCESS FOR MAKING A STIFFENED PAPER
Pixelle Specialty Solutions LLC	9,221,989	TAMPER EVIDENT DOCUMENTS AND INKS

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	DESCRIPTION
Pixelle Specialty Solutions LLC	15/222,222	IMPACT INDICATOR COATINGS AND METHODS

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

EXCLUSIVE COPYRIGHT LICENSES

None.