

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499763

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TWIN RIVERS PAPER COMPANY LLC		11/27/2018	Limited Liability Company: DELAWARE
TWIN RIVERS PAPER COMPANY INC.		11/27/2018	Corporation: CANADA

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3884231	TWIN RIVERS PAPER COMPANY
Registration Number:	2199012	FRALIGHT
Registration Number:	4218498	BORDER BRITE
Registration Number:	3961511	CUSTOM SUPREME
Registration Number:	3961510	CUSTOM SNOWCOTE
Registration Number:	3961509	TWIN RIVERS OPAQUE
Registration Number:	3271847	SNOWBRITE OPAQUE
Registration Number:	3405410	CUSTOM PLUS
Registration Number:	3271845	BRIDGE OPAQUE
Registration Number:	3676390	BRIDGE SUPREME
Registration Number:	3924730	ALLIANCE
Registration Number:	3799164	BLADEPAK
Registration Number:	4317378	ALLAGASH
Registration Number:	3323142	CUSTOM BRITE
Registration Number:	2758709	PHARMOPAQUE
Registration Number:	2192806	FRABRITE

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2196540	FRAPRINT
Registration Number:	1652363	SNOWLAND OPAQUE
Registration Number:	5069830	ECOINFUSE
Registration Number:	4964940	LIGHTER IS BETTER
Registration Number:	5369583	ACADIA

CORRESPONDENCE DATA

Fax Number:

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: tmadmin@choate.com

Correspondent Name: Sara M. Bauer

Address Line 1: Two International Place

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Sara M. Bauer

SIGNATURE: /sara bauer/

DATE SIGNED: 11/28/2018

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of November 27, 2018, is made by **TWIN RIVERS PAPER COMPANY LLC**, a Delaware limited liability company ("Twin Rivers US"), as the initial US Borrower, **TWIN RIVERS PAPER COMPANY INC.**, a corporation organized under the laws of Ontario, Canada ("Twin Rivers Canada"), as the initial Canadian Borrower (collectively, the "Grantors" and each individually, a "Grantor") in favor of **BANK OF AMERICA, N.A.**, as agent for the benefit of the Secured Parties (as defined in the Loan Agreement) (in such capacity, together with its successors and assigns in such capacity, the "Agent").

Reference is hereby made to that certain Loan and Security Agreement, dated as of November 27, 2018 (as amended, amended and restated, restated, supplemented, modified or otherwise in effect from time to time, the "Loan Agreement"), by and among the Grantors, each other Person from time to time party thereto as a Borrower or a Guarantor, the financial institutions from time to time party thereto as lenders, and the Agent. Each Grantor has pledged and granted to the Agent a continuing security interest in all Intellectual Property, including the Trademarks (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees, for the benefit of the Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Loan Agreement.

2. Grant of Security Interest.

(a) This Agreement is made to secure the performance and payment of all of the Obligations. Upon the Full Payment of the Obligations, the Agent shall promptly, upon such satisfaction, execute, acknowledge, and deliver to each Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this confirmatory grant.

(b) Each Grantor hereby pledges and grants to the Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of the below listed Property of such Grantor, whether now owned or hereafter acquired, and wherever located: (i) its trademarks (including service marks), trade names, trade dress and the registrations and applications for registration thereof, including the foregoing listed on Schedule A, and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing throughout the world (the "Trademarks").

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and

Trademark Office. The security interest granted hereby has been granted to the Agent in connection with the Loan Agreement and is expressly subject to the terms and conditions thereof. The Loan Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Authorization to Supplement. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto. The Grantors shall give notice in writing to the Agent with respect to any such new Trademarks in accordance with the Loan Agreement. Without limiting the Grantors' obligations under this Section, the Grantors hereby authorize the Agent unilaterally to modify this Agreement, with concurrent notice to the Grantors, by amending Schedule A to include any such new Trademarks of each Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule A.

5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

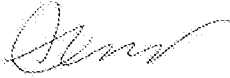
7. Governing Law. This Agreement and all claims shall be governed by the laws of the State of New York, without giving effect to any conflict of law principles except Section 5-1401 of the New York General Obligations Law and federal laws relating to national banks.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:

**TWIN RIVERS PAPER COMPANY LLC
TWIN RIVERS PAPER COMPANY INC.**

By: 
Name: Adam Levy
Title: Chief Financial Officer

AGENT:

BANK OF AMERICA, N.A.,
as Agent for the benefit of the Secured Parties

By: _____
Name: Gavin Shak
Title: Assistant Vice President

SCHEDULE A

Trademark Registrations and Applications

US TRADEMARKS

Registrations:

Company	Trademark	Status	Serial Number	Filing Date	Registration Number	Registration Date
Twin Rivers Paper Company LLC	TWIN RIVERS PAPER COMPANY Twin Rivers Paper Company	Registered	77905497	January 5, 2010	3884231	November 30, 2010
Twin Rivers Paper Company LLC	FRALIGHT Fralight	Registered	75244126	February 19, 1997	2199012	October 20, 1998
Twin Rivers Paper Company LLC	BORDER BRITE Border Brite	Registered	85191885	December 7, 2010	4218498	October 2, 2012
Twin Rivers Paper Company LLC	CUSTOM SUPREME Custom Supreme	Registered	85130237	September 15, 2010	3961511	May 17, 2011
Twin Rivers Paper Company LLC	CUSTOM SNOWCOTE Custom Snowcote	Registered	85130234	September 15, 2010	3961510	May 17, 2011
Twin Rivers Paper Company LLC	TWIN RIVERS OPAQUE Twin Rivers Opaque	Registered	85130233	September 15, 2010	3961509	May 17, 2011
Twin Rivers Paper Company LLC	SNOWBRITE OPAQUE Snowbrite Opaque	Registered	78806557	February 3, 2006	3271847	July 31, 2007
Twin Rivers Paper Company LLC	CUSTOM PLUS Custom Plus	Registered	78806548	February 3, 2006	3405410	April 1, 2008
Twin Rivers Paper Company LLC	BRIDGE OPAQUE Bridge Opaque	Registered	78806530	February 3, 2006	3271845	July 31, 2007

Company	Trademark	Status	Serial Number	Filing Date	Registration Number	Registration Date
Twin Rivers Paper Company LLC	BRIDGE SUPREME Bridge Supreme	Registered	77676192	February 23, 2009	3676390	September 1, 2009
Twin Rivers Paper Company LLC	ALLIANCE Alliance	Registered	77933516	February 11, 2010	3924730	March 1, 2011
Twin Rivers Paper Company LLC	BLADEPAK Bladepak	Registered	77848707	October 14, 2009	3799164	June 8, 2010
Twin Rivers Paper Company LLC	ALLAGASH Allagash	Registered	77703547	March 31, 2009	4317378	April 9, 2013
Twin Rivers Paper Company LLC	CUSTOM BRITE Custom Brite	Registered	77102860	February 8, 2007	3323142	October 30, 2007
Twin Rivers Paper Company LLC	PHARMOPAQUE Pharmopaque	Registered	76467138	November 14, 2002	2758709	September 2, 2003
Twin Rivers Paper Company LLC	FRABRITE Frabrite	Registered	75245804	February 18, 1997	2192806	September 29, 1998
Twin Rivers Paper Company LLC	FRAPRINT Fraprint	Registered	75244269	February 19, 1997	2196540	October 13, 1998
Twin Rivers Paper Company LLC	SNOWLAND OPAQUE Snowland Opaque	Registered	74075862	July 6, 1990	1652363	July 30, 1991
Twin Rivers Paper Company LLC (Recorded to Burrows Paper Corporation)	ECOINFUSE	Registered	86/727988	August 18, 2015	5069830	October 25, 2016

Company	Trademark	Status	Serial Number	Filing Date	Registration Number	Registration Date
Twin Rivers Paper Company LLC (Recorded to Burrows Paper Corporation)	LIGHTER IS BETTER	Registered	86/049232	August 27, 2013	4964940	May 24, 2016
Twin Rivers Paper Company LLC	ACADIA ¹	Registered	87475325	June 5, 2017	5369583	January 2, 2018

US Trademark Applications:

Company	Trademark	Status	Serial Number	Filing Date	Registration Number	Registration Date
Twin Rivers Paper Company LLC	TWIN RIVERS ENVIRO KRAFT Twin Rivers Enviro Kraft	Registration in progress	86473805	December 8, 2014	Not Registered	N/A

CANADIAN TRADEMARKS:

Company	Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date
Twin Rivers Paper Company Inc.	ALLIANCE	Registered	1410573	Sept 12, 2008	TMA806974	September 19, 2011
Twin Rivers Paper Company Inc.	PHARMOPAQUE	Registered	1177837	May 14, 2003	TMA616887	August 18, 2004
Twin Rivers Paper Company Inc.	CIRCULAR BOND	Registered	1177836	May 14, 2003	TMA681121	February 5, 2007
Twin Rivers Paper Company Inc.	FRALIGHT	Registered	0853799	August 18, 1997	TMA517136	September 28, 1999
Twin Rivers Paper Company Inc.	FRABRITE	Registered	0853796	August 18, 1997	TMA517143	September 28, 1999
Twin Rivers Paper Company Inc.	RENAISSANCE	Registered	0700565	March 10, 1992	TMA415467	August 13, 1993

¹ Registration to be amended post-closing.
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Twin Rivers Paper Company Inc.	TWIN RIVERS PAPER COMPANY	Registered	1464883	January 6, 2010	TMA864066	October 31, 2013
Twin Rivers Paper Company Inc.	TWIN RIVERS OPAQUE	Registered	1498307	October 1, 2010	TMA862504	October 11, 2013
Twin Rivers Paper Company Inc.	SOCIÉTÉ PAPETIÈRE DES RIVIÈRES JUMELLES INC.	Registered	1470473	February 22, 2010	TMA844076	February 21, 2013
Twin Rivers Paper Company Inc.	CUSTOM BRITE	Registered	1335434	February 14, 2007	TMA722129	August 26, 2008
Twin Rivers Paper Company Inc.	FRAPRINT	Registered	0853798	August 18, 1997	TMA520620	December 15, 1999
Twin Rivers Paper Company Inc.	TEXTCOTE	Registered	0718569	December 11, 1992	TMA421611	December 24, 1993

Canadian Trademark Applications:

Company	Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date
Twin Rivers Paper Company LLC	ALLAGASH	Formalized	1731955	June 9, 2015	Not Registered	N/A
Twin Rivers Paper Company LLC	TWIN RIVERS ENVIRO KRAFT	Advertised (registration in progress)	1706848	December 11, 2014	Not Registered	N/A
Twin Rivers Paper Company Inc.	CUSTOM SUPREME	Allowed	1498219	October 1, 2010	Not Registered	N/A