# CH \$490.00 139231

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM518044

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
COMPUTERSHARE TRUST COMPANY OF CANADA		03/15/2019	Corporation: CANADA

#### **RECEIVING PARTY DATA**

Name:	CATALYST PAPER CORPORATION
Street Address:	3600 Lysander Lane
Internal Address:	2nd Floor
City:	Richmond, BC
State/Country:	CANADA
Postal Code:	V7B 1C3
Entity Type:	Corporation: CANADA
Name:	CATALYST PAPER HOLDINGS INC.
Street Address:	3600 Lysander Lane
Internal Address:	2nd Floor
City:	Richmond, BC
State/Country:	CANADA
Postal Code:	V7B 1C3
Entity Type:	Corporation: DELAWARE
Name:	CATALYST PAPER (USA) INC.
Street Address:	3600 Lysander Lane
Internal Address:	2nd Floor
City:	Richmond, BC
State/Country:	CANADA
Postal Code:	V7B 1C3
Entity Type:	Corporation: CALIFORNIA
Name:	CATALYST PAPER (SNOWFLAKE) INC.
Street Address:	3600 Lysander Lane
Internal Address:	2nd Floor
City:	Richmond, BC
State/Country:	CANADA
Postal Code:	V7B 1C3
Entity Type:	Corporation: DELAWARE
000403338	TRADEMARK  REFL 006612 FRAME 089

900493238 REEL: 006612 FRAME: 0858

Name:	PACIFICA PAPERS SALES INC.
Street Address:	3600 Lysander Lane
Internal Address:	2nd Floor
City:	Richmond, BC
State/Country:	CANADA
Postal Code:	V7B 1C3
Entity Type:	Corporation: DELAWARE
Name:	PACIFICA PAPERS US INC.
Street Address:	3600 Lysander Lane
Internal Address:	2nd Floor
City:	Richmond, BC
State/Country:	CANADA
Postal Code:	V7B 1C3
Entity Type:	Corporation: DELAWARE

#### **PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	1392310	CAPRI
Registration Number:	1918830	CATALYST
Registration Number:	3197816	CATALYST
Registration Number:	0650099	CONSOWEB
Registration Number:	0786821	DEPENDOWEB
Registration Number:	2839533	ELECTRABRITE
Registration Number:	2876098	ELECTRACAL
Registration Number:	2852488	ELECTRACOTE
Registration Number:	2954759	ELECTRAPRIME
Registration Number:	2870843	ELECTRASTAR
Registration Number:	3033497	ESCANABA
Registration Number:	2731592	
Registration Number:	1692964	ORION
Registration Number:	4208850	SAGE
Registration Number:	4208851	SAGE
Registration Number:	1982992	VISION
Serial Number:	86770818	GLIDE
Serial Number:	87109249	GLIDE
Serial Number:	87218872	LEAP

### CORRESPONDENCE DATA

**Fax Number:** 2127352000

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:** 212-735-2811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square
Address Line 2: Monique L. Ribando

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	145980/5
NAME OF SUBMITTER:	Jenna S. Cantor
SIGNATURE:	/Jenna S. Cantor/
DATE SIGNED:	04/08/2019

#### **Total Attachments: 4**

source=EXECUTED - Computershare - Release of Security Interest in US Trademarks#page1.tif source=EXECUTED - Computershare - Release of Security Interest in US Trademarks#page2.tif source=EXECUTED - Computershare - Release of Security Interest in US Trademarks#page3.tif source=EXECUTED - Computershare - Release of Security Interest in US Trademarks#page4.tif

#### **Release of Security Interest in United States Trademarks**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of March 15, 2019, is made by COMPUTERSHARE TRUST COMPANY OF CANADA (the "Assignor"), in favor of CATALYST PAPER CORPORATION, CATALYST PAPER HOLDINGS INC., CATALYST PAPER (USA) INC., CATALYST PAPER (SNOWFLAKE) INC., PACIFICA PAPERS SALES INC. AND PACIFICA PAPERS US INC. (collectively, the "Assignees").

#### $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, the Assignees and the Assignor are parties to (i) each of the Security Agreements among the Assignees party thereto, the Assignor and certain other parties thereto, dated as of September 13, 2012, as amended, restated, amended and restated, modified or supplemented from time to time (collectively, the "2012 Security Agreements"), (ii) the Security Agreement among the Assignees party thereto, the Assignor and certain other parties thereto, dated as of March 20, 2014, as amended, restated, amended and restated, modified or supplemented from time to time (the "2014 Security Agreement"), (iii) the Joinder Agreement between Catalyst Paper Operations Inc. and the Assignor, dated as of January 7, 2015, as amended, restated, amended and restated, modified or supplemented from time to time (the "Joinder Agreement"), (iv) the Security Agreement among the Assignees party thereto, the Assignor and certain other parties thereto, dated as of January 27, 2017, as amended, restated, amended and restated, modified or supplemented from time to time (the "2017 Security Agreement" and together with the 2012 Security Agreements, the 2014 Security Agreement and the Joinder Agreement, collectively, the "Security Agreements") and (v) that certain Grant of Security Interest in United States Trademarks, dated as of January 27, 2017 (the "Trademark Security Agreement");

**WHEREAS**, pursuant to the Trademark Security Agreement, the Assignees granted to the Assignor, as collateral trustee, a security interest in all of the Assignees' right, title and interest in, to and under the following (collectively, the "Trademark Collateral"):

- (i) each United States trademark registration and trademark application set forth on Schedule A hereto and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark registration and trademark application (collectively, the "Trademarks"); and
- (ii) all proceeds of the foregoing, including any claim by the Assignees against third parties for past, present or future infringement or other violation of any Trademark.

**WHEREAS**, the Trademark Security Agreement was originally recorded with the United States Patent and Trademark Office on March 12, 2017 at Reel/Frame No. 006009/0041 and a correction filed on May 24, 2017 at Reel/Frame No. 06071/0188; and

WHEREAS, the Assignees desire that the Assignor terminate and release its security interest in, to and under all right, title and interest in, to and under all of the Trademark Collateral.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees as follows:

**SECTION 1**. <u>Defined Terms</u>. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement.

**SECTION 2**. <u>Termination and Release</u>. The Assignor hereby terminates, releases and discharges fully, without representation, warranty or recourse of any kind, its lien on and security interest in and to all right, title and interest in, to and under the Trademark Collateral, including the Trademarks listed on <u>Schedule A</u> attached hereto, and reassigns and transfers to the Assignees all right, title and interest that the Assignor may have in the Trademark Collateral.

**SECTION 3**. Recordation. The Assignor hereby authorizes the Assignees, or the Assignees' authorized representative, to record this Release with the United States Patent and Trademark Office.

**SECTION 4**. Further Assurances. The Assignor hereby agrees to duly execute and deliver to the Assignees any further documents and to do such other acts that the Assignees (or their respective agents or designees) reasonably request, at the Assignees' sole cost and expense, in order to confirm this Release and the Assignees' right, title and interest in the Trademark Collateral.

**SECTION 5**. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Release as of as of the date first above written.

# COMPUTERSHARE TRUST COMPANY OF CANADA

Ву:

Name:

Brian Howarth
Corporate Trust Officer

Title:

B.

Ellis Amabel Associate Trust Officer

[Signature Page to Release of Security Interest in United States Trademarks]

# **SCHEDULE A**

# **Trademark Registrations and Applications**

TRADEMARK	REG. / APP. NUMBER
CAPRI	1392310
CATALYST	1918830
CATALYST	3197816
CONSOWEB	0650099
DEPENDOWEB	0786821
ELECTRABRITE	2839533
ELECTRACAL	2876098
ELECTRACOTE	2852488
ELECTRAPRIME	2954759
ELECTRASTAR	2870843
ESCANABA	3033497
Folded Paper Design	2731592
ORION	1692964
OXFORD	N/A
SAGE	4,208,850
SAGE & DESIGN	4,208,851
SWIFT RIVER KRAFT	N/A
VISION	1982992
GLIDE	86/770,818 (application)
GLIDE	87/109,249 (application)
LEAP	87218872
BISTRO	Not yet filed
SUPERLITE	Not yet filed
SUPERMEDIUM	Not yet filed
SUPERLINER	Not yet filed
BREAKWATER	Not yet filed

**RECORDED: 04/08/2019**