

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM541744

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Midland Paper Company		09/19/2019	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as agent		
<b>Street Address:</b>	135 South LaSalle Street		
<b>Internal Address:</b>	Suite 925		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77402932	INDEPENDENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Phone:</b>	703 712 5337		
<b>Email:</b>	edavenport@mcguirewoods.com		
<b>Correspondent Name:</b>	Emily S. Voorheis, McGuireWoods LLP		
<b>Address Line 1:</b>	1750 Tysons Boulevard		
<b>Address Line 2:</b>	Suite 1800		
<b>Address Line 4:</b>	Tysons, VIRGINIA 22102-4215		
<b>ATTORNEY DOCKET NUMBER:</b>	2068279-5137		
<b>NAME OF SUBMITTER:</b>	Emily S. Voorheis		
<b>SIGNATURE:</b>	/Emily S. Voorheis/		
<b>DATE SIGNED:</b>	09/20/2019		
<b>Total Attachments: 7</b>			
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**AMENDED AND RESTATED**

**TRADEMARK SECURITY AGREEMENT**

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the “**Security Agreement**”) made as of this 19th day of September, 2019, by Midland Paper Company, an Illinois corporation (“**Grantor**”), in favor of Bank of America, N.A., acting as agent for the Lenders (as defined in the Loan Agreement, as defined below) (“**Agent**”), with an office at 135 South LaSalle Street, Suite 925, Chicago, Illinois 60603.

W I T N E S S E T H

WHEREAS, reference is hereby made to that certain Amended and Restated Loan and Security Agreement, dated as of April 3, 2012, by and among Agent, Grantor and the other parties thereto from time to time (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**2012 Loan Agreement**”);

WHEREAS, reference is hereby made to that certain Trademark Security Agreement, dated as of September 18, 2015, by and between Grantor and Agent, which was recorded with the United States Patent and Trademark Office on September 28, 2015 at reel/frame 5631/0948, as docket number 739326-605004 and instrument number 900339041 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**2015 Trademark Agreement**”); and

WHEREAS, Grantor and Agent are parties to that certain Second Amended and Restated Loan and Security Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), and such Loan Agreement, among other things, (a) amends and restates the 2012 Loan Agreement, (b) provides for Lenders to, from time to time, extend credit to or for the account of Grantor and the other Borrowers (as defined in the Loan Agreement), if any, and (c) for the grant by Grantor to Agent, for the benefit of Secured Parties (as defined in the Loan Agreement), a continuing security interest in and Lien (as defined in the Loan Agreement) upon, in each case, all personal Property (as defined in the Loan Agreement) of Grantor, including, without limitation, its trademarks and trademark applications, whether now owned or hereafter acquired,

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree that the 2015 Trademark Agreement is hereby amended and restated to read in its entirety as set forth herein, and the parties hereto hereby further agree as follows:

1. Incorporation of Financing Agreements. This Security Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Loan Agreement and the other Loan Documents. The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

Grantor hereby acknowledges and affirms that the rights, remedies and obligations of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement. In the event of a conflict between this Security Agreement and the Loan Agreement, the Loan Agreement shall control. All capitalized terms used, but not defined, in this Security Agreement shall have the meanings indicated in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the prompt payment and performance of all Obligations, Grantor hereby (a) reaffirms and remakes its grant to the Agent pursuant to the 2015 Trademark Agreement, the 2012 Loan Agreement, the Loan Agreement, and the other Loan Documents of a continuing security interest in and Lien upon, and (b) grants to Agent, for the benefit of Secured Parties, a continuing security interest in and Lien upon, all of the following Property, whether now owned or hereafter acquired, and wherever located (collectively, the “**Trademark Collateral**”):

(a) Grantor’s entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than “intent to use” applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof, and all renewals of any of the foregoing;

(b) any written agreement (including, without limitation, those licenses on Schedule A attached hereto and made a part hereof), in which Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any license right in and to any Property of any of the types described in this Section 2 (whether Grantor is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which Grantor has obtained the exclusive right to use a trademark owned by a third party, a sublicense to use a trademark, a distribution agreement relating to goods or services covered by one or more trademarks and the right to prepare for sale, sell or advertise for sale, all of the inventory now or hereafter owned by Grantor and now or hereafter covered by such license agreements;

(c) all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any Property of any of the types described in this Section 2, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “**Trademarks**”); and

(d) all rights corresponding to any Property of any of the types described in this Section 2 throughout the world and the goodwill of the Grantor’s business connected with the use of and symbolized by the Trademark Collateral.

Notwithstanding anything contained herein, the Trademark Collateral shall not include any Excluded Asset.

3. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon Full Payment of all Obligations and termination of the Loan Documents, Agent shall to the extent required by the Loan Agreement take such actions as may be necessary or proper to terminate the security interests created hereby.

4. Waivers. No course of dealing between Grantor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

5. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

6. Modification. This Security Agreement cannot be altered, amended or modified in any way, except by a writing signed by Grantor and Agent.

7. Cumulative Remedies; Power of Attorney; Effect on Loan Documents. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the other Loan Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademark Collateral or (ii) take any other actions with respect to the Trademark Collateral as Agent deems to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Trademark Collateral to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to anyone, in each case solely to the extent such action may be taken by the Grantor. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Full Payment of the Obligations and the termination of the Loan Documents. Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the other Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the other Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

8. Binding Effect; Benefits. This Security Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Agent and Lenders, and their respective successors, nominees and assigns.

9. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

10. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

11. Loan Document. This Security Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions thereof.

12. Amendment and Restatement. It is the intent of Grantor and Agent that this Security Agreement (a) shall re-evidence Grantor's obligations and liabilities under the 2015 Trademark Agreement, (b) evidence the new obligations and liabilities of Grantor hereunder and under the other Loan Documents, and (c) is no way intended to constitute a novation of such obligations and indebtedness under the 2015 Trademark Agreement or the other Existing Loan Documents or a release of any Lien securing the "Obligations" thereunder, all of which Obligations and Liens are hereby reaffirmed, remade and regranted and shall remain in full force and effect. All references herein to "this Security Agreement," "herein," "hereunder" or words of similar import, and all references to the 2015 Trademark Agreement in the Existing Loan Documents shall be deemed to refer to this Security Agreement.

[Signature page(s) follow.]

IN WITNESS WHEREOF, Grantor has duly executed this Security Agreement as of the date first set forth above.

**MIDLAND PAPER COMPANY**

By: RF DeLetto

Name: Ralph F. DeLetto

Title: Chief Financial Officer

Agreed and accepted  
as of the date first set forth above:

BANK OF AMERICA, N.A.,  
as Agent

By: \_\_\_\_\_

Name: Thomas H. Herron

Title: Senior Vice President

[Signature Page to Amended and Restated Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006750 FRAME: 0411**


IN WITNESS WHEREOF, Grantor has duly executed this Security Agreement as of the date first set forth above.

**MIDLAND PAPER COMPANY**

By: \_\_\_\_\_  
Name: Ralph F. DeLetto  
Title: Chief Financial Officer

Agreed and accepted  
as of the date first set forth above:

BANK OF AMERICA, N.A.,  
as Agent

By:   
Name: Thomas H. Herron  
Title: Senior Vice President

[Signature Page to Amended and Restated Trademark Security Agreement]



**SCHEDULE A**

**TRADEMARK COLLATERAL**

<u>Trademarks</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
INDEPENDENCE (Standard Character Mark)	77402932	02/21/2008

Licenses:

<u>Licensor</u>	<u>Description of License</u>	<u>Term of License</u>	<u>Royalties Payable</u>
Cohere Communications, LLC	The license is a non-exclusive license to use the mark COHEREONE for worldwide use.	Perpetual. Licensor may terminate the license upon a material breach by the licensee upon 30 days' written notice. Licensee has 30 days to cure such breach.	\$10 one-time payment, which has already been paid