

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM554312

<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>
Midwest Recycled & Coated Containerboard Mill, LLC		12/20/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 S. Dearborn St, 22nd FL, IL1-1145		
<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: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4883112	A	
<b>Registration Number:</b>	5071810	AGRA	
<b>Registration Number:</b>	2081985	ALTIMA	
<b>Registration Number:</b>	4941164	ETHOS	
<b>Registration Number:</b>	4770683	FISCAL OPAQUE	
<b>Registration Number:</b>	2588465	U1X	
<b>Registration Number:</b>	2067867	UTOPIA	
<b>Registration Number:</b>	3873136	UTOPIA	
<b>Registration Number:</b>	2098363	UTOPIA BOOK	
<b>Registration Number:</b>	2624674	UTOPIA ONE X	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		
<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>	3128637198		
<b>Email:</b>	nancy.brougher@goldbergkohn.com		
<b>Correspondent Name:</b>	Nancy J. Brougher, Paralegal		
<b>Address Line 1:</b>	c/o Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 East Monroe, Suite 3300		

OP \$265.00 4883112

<b>Address Line 4:</b>	Chicago, ILLINOIS 60603
<b>ATTORNEY DOCKET NUMBER:</b>	1075.301
<b>NAME OF SUBMITTER:</b>	Nancy Brougher
<b>SIGNATURE:</b>	/njb/
<b>DATE SIGNED:</b>	12/20/2019
<b>Total Attachments: 6</b> source=Midwest Trademark Security Agreement#page1.tif source=Midwest Trademark Security Agreement#page2.tif source=Midwest Trademark Security Agreement#page3.tif source=Midwest Trademark Security Agreement#page4.tif source=Midwest Trademark Security Agreement#page5.tif source=Midwest Trademark Security Agreement#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or modified from time to time, the "Trademark Security Agreement"), dated as of December 20, 2019, is by MIDWEST RECYCLED & COATED CONTAINERBOARD MILL, LLC a Delaware limited liability company ("Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent").

### W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement dated as of December 20, 2019, by and among the Grantor, the other Loan Parties party thereto from time to time, the Lenders from time to time party thereto, and Administrative Agent (as the same may be from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make loans to the Borrowers;

WHEREAS, in connection with the Credit Agreement, Grantor and the other Loan Parties executed and delivered to the Administrative Agent, for the benefit of the Lenders, that certain Pledge and Security Agreement dated as of December 20, 2019 (as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, in connection with the Security Agreement, Grantor has agreed to execute and deliver to the Administrative Agent this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Administrative Agent, for the benefit of the Lenders, a continuing first priority (subject to Permitted Encumbrances) security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired to secure all of the Secured Obligations (collectively, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including those registered trademarks referred to on Schedule I hereto; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) 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; (e) 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 (f) all rights corresponding to any of the foregoing throughout the world; provided, the Trademark Collateral shall not include any United States 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; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. PLEDGE AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral 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.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to the Administrative Agent with respect to any such new trademarks. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the continuing security interest of the Administrative Agent in all the Trademark Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF ILLINOIS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**MIDWEST RECYCLED & COATED  
CONTAINERBOARD MILL, LLC,**  
as Grantor

By: 

Name: J. Kyle Flood

Title: Vice President


ACCEPTED AND ACKNOWLEDGED BY:

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

By:   
Name: Lindsay Griffard  
Title: Authorized Officer

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

Trademarks:

Trademark	Owner	Country	Application/Registration Number	Application/Registration Date
	Midwest Recycled & Coated Containerboard Mill, LLC	USA	App. No. 86559638 Reg. No. 4883112	App. Date 3/10/2015 Reg. Date 1/5/2016
AGRA	Midwest Recycled & Coated Containerboard Mill, LLC	Canada	App. No. 1795799 Reg. No. TMA1046681	App. Date 8/15/2016 Reg. Date 8/2/2019
AGRA	Midwest Recycled & Coated Containerboard Mill, LLC	USA	App. No. 86894609 Reg. No. 5071810	App. Date 2/2/2016 Reg. Date 11/1/2016
ALTIMA	Midwest Recycled & Coated Containerboard Mill, LLC	Canada	App. No. 0779431 Reg. No. TMA481426	App. Date 4/4/1995 Reg. Date 8/22/1997
ALTIMA	Midwest Recycled & Coated Containerboard Mill, LLC	USA	App. No. 74635221 Reg. No. 2081985	App. Date 2/17/1995 Reg. Date 7/22/1997
ELUMA	Appleton Coated LLC	China	App. No. 5648874 Reg. No. 5648874	App. Date 10/8/2006 Reg. Date 9/28/2009
ETHOS	Midwest Recycled & Coated Containerboard Mill, LLC	USA	App. No. 86751122 Reg. No. 4941164	App. Date 9/9/2015 Reg. Date 4/19/2016
ETHOS	Midwest Recycled & Coated Containerboard Mill, LLC	Canada	App. No. 1765043 Reg. No. TMA965511	App. Date 1/26/2016 Reg. Date 3/13/2017

FISCAL OPAQUE	Midwest Recycled & Coated Containerboard Mill, LLC	USA	App. No. 86477811 Reg. No. 4770683	App. Date 12/11/2014 Reg. Date 7/7/2015
<b>UIX</b>	Midwest Recycled & Coated Containerboard Mill, LLC	USA	App. No. 76328476 Reg. No. 2588465	App. Date 10/19/2001 Reg. Date 7/2/2002
UTOPIA	Midwest Recycled & Coated Containerboard Mill, LLC	USA	App. No. 74731319 Reg. No. 2067867	App. Date 9/19/1995 Reg. Date 6/3/1997
UTOPIA	Midwest Recycled & Coated Containerboard Mill, LLC	USA	App. No. 85000633 Reg. No. 3873136	App. Date 3/29/2010 Reg. Date 11/9/2010
UTOPIA	Midwest Recycled & Coated Containerboard Mill, LLC	Canada	App. No. 0801116 Reg. No. TMA483692	App. Date 1/5/1996 Reg. Date 10/7/1997
UTOPIA	Appleton Coated LLC	EU	App. No. 004354395 Reg. No. 004354395	App. Date 2/28/2005 Reg. Date 2/17/2006
UTOPIA BOOK	Midwest Recycled & Coated Containerboard Mill, LLC	USA	App. No. 75119422 Reg. No. 2098363	App. Date 6/12/1996 Reg. Date 9/16/1997
UTOPIA ONE X	Midwest Recycled & Coated Containerboard Mill, LLC	USA	App. No. 76328475 Reg. No. 2624674	App. Date 10/19/2001 Reg. Date 9/24/2002