

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM561884

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Verso Androscoggin LLC		02/10/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as Administrative Agent		
<b>Street Address:</b>	Eleven Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank organized and existing under the laws of Switzerland: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5350552	GLAZEBAG	
<b>Registration Number:</b>	5711683	GLAZESTAR	
<b>Registration Number:</b>	1268601	POINT	
<b>Registration Number:</b>	2583466	UNI-THERM	
<b>Registration Number:</b>	5891542	CRAFTPOINT	
<b>Registration Number:</b>	4361993	ASPECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	355 South Grand Avenue		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	038263-0368		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	02/12/2020		

OP \$165.00 5350552

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 10, 2020 (this “Agreement”), by Verso Androscoggin LLC, a Delaware limited liability company (“Verso Androscoggin”), and Verso Energy Services LLC, a Delaware limited liability company (“Verso Energy” and, together with Verso Androscoggin, each, a “Grantor”), in favor of Credit Suisse AG, Cayman Islands Branch, in its capacity as administrative agent and collateral agent for the Secured Parties (in such capacities, the “Administrative Agent”).

Reference is made to (a) 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 and (b) that certain Joinder Agreement, dated as of the date hereof (the “Joinder Agreement”), executed by Verso Androscoggin and Verso Energy and delivered pursuant to that certain Credit Agreement, dated as of October 31, 2018, as amended by the First Amendment referred to below (as so amended and as it may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the Lenders 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 the Credit Agreement and the First Amendment Incremental Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement and that certain First Amendment, dated as of the date hereof (the “First Amendment”), among the Borrower, Holdings, the First Amendment Incremental Lenders party thereto and the Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement, Section 7(e)(i) of the First Amendment 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 Credit Agreement, the First Amendment or the Security Agreement, as applicable. 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, each 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 or hereafter acquired by or arising in favor of such 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) (i) all 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 under which such 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.

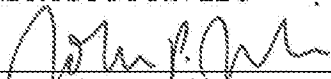
SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the 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.

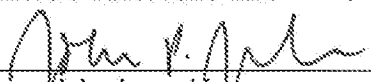
[Signature Pages Follow]

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

VERSO ANDROSCOGGIN LLC

by   
Name: John Jacunski  
Title: Senior Vice President and Chief  
Financial Officer

VERSO ENERGY SERVICES LLC

by   
Name: John Jacunski  
Title: Senior Vice President and Chief  
Financial Officer

[Signature Page to Intellectual Property Security Agreement]

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**TRADEMARK**  
**REEL: 006862 FRAME: 0796**

SCHEDULE I

TRADEMARKS

<b>Trademark</b>	<b>Country</b>	<b>Status / Class(es)</b>	<b>Application Number / Date</b>	<b>Registration Number/Date</b>
UNI-THERM	Australia	Registered /16	878789 / 2001-06-12	878789 / 2002-02-07
UNI-THERM	Canada	Registered /99	1114282 / 2001-08-28	TMA597090 / 2003-12-10
GLAZESTAR	Canada	16	1908857 / 2018-07-11	Not Registered
UNI-THERM	China	Registered /16	2001100091 / 2001-06-12	1925791 / 2002-10-21
UNI-THERM	Colombia	Registered /16	01081518 / 2001-09-24	249457 / 2002-04-18
UNI-THERM	European Union	Registered /16	2258085 / 2001-06-14	2258085 / 2006-06-22
UNI-THERM	Hong Kong	Registered /16	2001/13581 / 2001-08-20	2002B15353 / 2002-11-28
UNI-THERM	India	Registered /16	1038221 / 2001-08-20	1038221 / 2007-12-27
UNI-THERM	Malaysia	Registered /16	01008780 / 2001-07-11	01008780 / 2007-05-23
UNI-THERM	Mexico	Registered /16	506859 / 2001-09-13	723376 / 2001-10-31
UNI-THERM	Singapore	Registered /16	T0113479Z / 2001-08-24	01/13479 / 2003-03-26
UNI-THERM	South Africa	Registered /16	2001/10156 / 2001-06-12	2001/10156 / 2005-11-23
UNI-THERM	Taiwan	Registered /16	090023597 / 2001-06-11	01019243 / 2002-10-16
FLEXARMOR	United States of America	16	87377298 / 2017-03-20	Not Registered
GLAZEBAG	United States of America	Registered /16	87449362 / 2017-05-15	5350552 / 2017-12-05
VIATHERM	United States of America	16	88576619 / 2019-08-13	Not Registered
GLAZESTAR	United States of America	Registered /16	88000119 / 2018-06-14	5711683 / 2019-03-26
POINT	United States of America	Registered /16	73340313 / 1981-12-07	1268601 / 1984-02-28
UNI-THERM	United States of America	Registered /16	76087894 / 2000-07-12	2583466 / 2002-06-18
CRAFTPOINT	United States of America	Registered /16	86926103 / 2016-03-02	5891542 / 2019-10-22
ASPECT	United States of America	Registered /16	85470101 / 2011-11-11	4361993 / 2013-07-02

Schedule I to Intellectual Property Security Agreement

TRADEMARK APPLICATIONS

None.

SCHEDULE II

PATENTS

<b>Title</b>	<b>Country</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Patent Number</b>	<b>Grant Date</b>
HIGH GLOSS COATED PAPER (MX220565)	Mexico	PA/a/2000/003555	12-04-00	220565	26-05-04
SUBSTANTIALLY BIODEGRADABLE AND COMPOSTABLE HIGH-BARRIER PACKAGING MATERIAL AND METHODS FOR PRODUCTION	United States of America	12/377,211	6-06-08	8771835	8-07-14
BIODEGRADABLE AND COMPOSTABLE HIGH-BARRIER PACKAGING MATERIAL	Canada	2685882	6-06-08	2685882	29-12-15
BIODEGRADABLE AND COMPOSTABLE HIGH-BARRIER PACKAGING MATERIAL	European Patent Office	8770346.8	6-06-08	2162286	12-03-14
BIODEGRADABLE AND COMPOSTABLE HIGH-BARRIER PACKAGING MATERIAL	Switzerland	8770346.8	6-06-08	2162286	12-03-14
BIODEGRADABLE AND COMPOSTABLE HIGH-BARRIER PACKAGING MATERIAL	Germany	8770346.8	6-06-08	602008030848	12-03-14
BIODEGRADABLE AND COMPOSTABLE HIGH-BARRIER PACKAGING MATERIAL	Finland	8770346.8	6-06-08	2162286	12-03-14
BIODEGRADABLE AND COMPOSTABLE HIGH-BARRIER PACKAGING MATERIAL	France	8770346.8	6-06-08	2162286	12-03-14
BIODEGRADABLE AND COMPOSTABLE HIGH-BARRIER PACKAGING MATERIAL	United Kingdom	8770346.8	6-06-08	2162286	12-03-14
BIODEGRADABLE AND COMPOSTABLE HIGH-BARRIER PACKAGING MATERIAL	Italy	8770346.8	6-06-08	502014902267747	12-03-14
BIODEGRADABLE AND COMPOSTABLE HIGH-BARRIER PACKAGING MATERIAL	Sweden	8770346.8	6-06-08	2162886	12-03-14
MULTIFUNCTIONAL PAPER IDENTIFICATION LABEL	Canada	2678556	22-02-08	2678556	31-01-12

PATENT APPLICATIONS

None.



SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

EXCLUSIVE COPYRIGHT LICENSES

None.

Schedule III to Intellectual Property Security Agreement

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**RECORDED: 02/12/2020**

**TRADEMARK  
REEL: 006862 FRAME: 0800**