

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589646

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VON DREHLE CORPORATION		07/28/2020	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC, as Administrative Agent		
Street Address:	225 W. WASHINGTON STREET, 9TH FLOOR		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4922304	BLUE MIST	
Registration Number:	1307012	BLUE WATER	
Registration Number:	4465035	ELEGANCE	
Registration Number:	1307013	FEATHER SOFT	
Registration Number:	4774215	HARBOR	
Registration Number:	4774216	HARBOR ACCENTS	
Registration Number:	3112014	PORTA-ROLL	
Registration Number:	2310425	PRECIOUS	
Registration Number:	0952698	PRESERVE	
Registration Number:	3114233	ROTO-ROLL	
Registration Number:	3112015	VONDREHLE	
Registration Number:	5651116	TRANSCEND	
Serial Number:	88914414	SMART-CORE	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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>			
Phone:	9498527792		
Email:	ipprosecution@orrick.com		
TRADEMARK			

CH \$340.00 4922304

Correspondent Name: ORRICK, HERRINGTON & SUTCLIFFE LLP
Address Line 1: 2050 MAIN STREET, SUITE 1100
Address Line 4: Irvine, CALIFORNIA 92614-8255

ATTORNEY DOCKET NUMBER: 1143.8

NAME OF SUBMITTER: Victor Santos

SIGNATURE: /Victor Santos/

DATE SIGNED: 07/31/2020

Total Attachments: 8

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 28, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of ALTER DOMUS (US) LLC, as Administrative Agent (together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Note Purchase Agreement referred to below).

WHEREAS, pursuant to that certain Second Lien Note Purchase Agreement dated as of July 28, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), among von Drehle Corporation, a North Carolina corporation (the “Issuer”), von Drehle Properties, LLC, a North Carolina limited liability company (“vDP”), Blue Ridge Molding, LLC, a North Carolina limited liability company (“Blue Ridge”), von Drehle Class B Holdings, LLC, a North Carolina limited liability company (“vDC Holdco”), von Drehle Property Holdings, LLC, a North Carolina limited liability company (“vDP Holdco”) and, together with the Issuer, vDP, Blue Ridge and vDC Holdco, the “Issuer Parties”), the other Note Parties from time to time party thereto, the holders from time to time party thereto (the “Holders”), and the Administrative Agent, the Holders have severally agreed to purchase Notes from the Issuer upon the terms and subject to the conditions set forth therein. Capitalized terms used and not defined herein have the respective meanings given such terms in the Note Purchase Agreement or the Second Lien Guaranty and Security Agreement (as defined below), as applicable.

WHEREAS, it is a condition precedent to the obligation of the Holders to purchase the Notes from the Issuer under the Note Purchase Agreement that the Grantors shall have executed and delivered that certain Second Lien Guaranty and Security Agreement, dated as of July 28, 2020, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Second Lien Guaranty and Security Agreement”).

WHEREAS, under the terms of the Second Lien Guaranty and Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including, but not limited to, certain of their Copyrights, Trademarks, Patents and other Intellectual Property and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable foreign government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of such Grantor’s right, title and interest in and to the Intellectual Property, whether now or hereafter existing or arising or in which such Grantor now has or hereafter owns, acquires or develops an interest and

wherever located, including, but not limited to, the following (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Secured Obligations (as defined in the Second Lien Guaranty and Security Agreement):

(a) all Intellectual Property consisting of Copyrights, throughout the world, including, without limitation, those identified in Schedule 1;

(b) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Second Lien Guaranty and Security Agreement) and misappropriations of any of the property described in clause (a) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in clause (a) above (the items described in clauses (a) and (b), collectively, the “Copyright Collateral”);

(c) (i) all Intellectual Property consisting of Trademarks, throughout the world, including, without limitation, those identified in Schedule 2 (but excluding in all cases any application for registration of a Trademark filed with the United States Patent and Trademark Office on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the United States Patent and Trademark Office, at which time such Trademark shall automatically become part of the Collateral and subject to the security interest granted hereunder) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above;

(d) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Second Lien Guaranty and Security Agreement) and misappropriations of any of the property described in clause (c) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in clause (c) above (items described in clauses (c) and (d), collectively, the “Trademark Collateral”);

(e) (i) all Intellectual Property consisting of Patents, throughout the world, including, without limitation, those identified in Schedule 3, and (ii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon; and

(f) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Second Lien Guaranty and Security Agreement) and misappropriations of any of the property described in clause (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in clause (e) above (items described in clauses (e) and (f), collectively, the “Patent Collateral”).

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights and Commissioner of Patents and Trademarks, as applicable, and any other applicable United States or foreign government officer record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Second Lien Guaranty and Security Agreement and the Note Purchase Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Second Lien Guaranty and Security Agreement and the Note Purchase Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guaranty and Security Agreement or the Note Purchase Agreement, the provisions of the Second Lien Guaranty and Security Agreement or the Note Purchase Agreement, as applicable, shall govern.

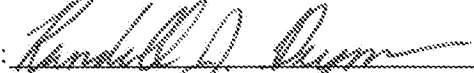
SECTION 7 Notice. Each party to this IP Security Agreement irrevocably consents to service of process at the address provided for notices in Section 10.02 of the Note Purchase Agreement. Nothing in this IP Security Agreement or any other Financing Document will affect the right of any party to this Agreement to serve process in any other manner permitted by applicable Law.

[signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

VON DREHLE CORPORATION

By: 

Name: Randall J. Bergman

Title: President and Chief Executive Officer

Signature Page to IP Security Agreement

TRADEMARK
REEL: 007012 FRAME: 0246

ALTER DOMUS (US) LLC,
as the Administrative Agent

By: 
Name: Joseph Mascherin
Title: Associate Counsel

Signature Page to IP Security Agreement.

TRADEMARK
REEL: 007012 FRAME: 0247

COPYRIGHTS

None.

TRADEMARKS

<u>Owner</u>	<u>Trademark Name</u>	<u>Registration/Application Number</u>
von Drehle Corporation	Blue Mist	Reg. No. 4922304
von Drehle Corporation	Blue Water (Stylized)	Reg. No. 1307012
von Drehle Corporation	Elegance	Reg. No. 4465035
von Drehle Corporation	Feather Soft (Stylized)	Reg. No. 1307013
von Drehle Corporation	Harbor	Reg. No. 4774215
von Drehle Corporation	Harbor Accents	Reg. No. 4774216
von Drehle Corporation	Porta-Roll	Reg. No. 3112014
von Drehle Corporation	Precious	Reg. No. 2310425
von Drehle Corporation	Preserve	Reg. No. 0952698
von Drehle Corporation	Roto-Roll	Reg. No. 3114233
von Drehle Corporation	Vondrehle	Reg. No. 3112015
von Drehle Corporation	Transcend (bath tissue and towel disp)	Reg. No. 5651116
von Drehle Corporation	Smart-Core	Appl. No. 88914414

PATENTS

<u>Owner</u>	<u>Patent Name</u>	<u>Registration/Application Number</u>
von Drehle Corporation	Dispenser with CAM controlled blades	Patent No. 7111805
von Drehle Corporation	Dispenser	Patent No. 7025301
von Drehle Corporation	Dual Roll, center pull, paper toweling dispenser	Patent No. 6089499
von Drehle Corporation	Paper towel dispenser with roll holder and rotating plug assembly	Patent No. 10172501
von Drehle Corporation	Bath Tissue Roll Hub	Application No. 16720703