

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM591872

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Marcac Manufacturing, LLC		08/12/2020	Limited Liability Company: DELAWARE
Nittany Paper Mills LLC		08/12/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	3694783	SMALL STEPS
Registration Number:	4091449	MARCAL PRO
Registration Number:	1551844	ASPEN
Registration Number:	1595334	PAPER FROM PAPER, NOT FROM TREES
Registration Number:	0723888	SNOW LILY
Registration Number:	1977939	PAPER FROM PAPER NOT FROM TREES 100% REC
Registration Number:	1757626	MARCALCULATE
Registration Number:	0573133	MARCAL
Registration Number:	0425272	MARCAL
Registration Number:	0949162	MARCAL
Registration Number:	0589555	MARCAL HANKIES
Registration Number:	0791037	FLUFF OUT
Registration Number:	1412269	EASY REACH
Registration Number:	2010772	WORKFORCE
Registration Number:	0582691	SANI-HANKS
Registration Number:	1414918	BY THE BUNDLE

OP \$1115.00 3694783

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1027037	BELLA
Registration Number:	1627099	PURSE 'N POCKET
Registration Number:	1237287	SUNRISE
Registration Number:	1634789	DRAW AND STORE
Registration Number:	2036006	PAPER FROM PAPER NOT FROM TREES 100%
Registration Number:	1847360	WORKFORCE
Registration Number:	1672586	BUY THE BUNDLE
Registration Number:	1036445	SOFPAC
Registration Number:	1265703	POLY-CASE
Registration Number:	3903504	MARCAL
Registration Number:	3894001	U-SIZE-IT
Registration Number:	4105333	SMALL STEPS
Registration Number:	4105337	A SMALL, EASY STEP TO A GREENER EARTH
Registration Number:	4194549	MARCAL PRIDE
Registration Number:	4247061	MARCAL ESSENTIALS
Registration Number:	4404845	EMINENCE
Registration Number:	0372674	MARCAL
Registration Number:	5000127	ECO EARTH CONSCIOUS OPTIONS
Registration Number:	4841107	ETIQUETTE
Registration Number:	4985430	EXECUTIVEDRY
Registration Number:	4961491	HEARTLAND
Registration Number:	4876064	LIMITED
Registration Number:	5450433	MICRO-CORE
Registration Number:	4943194	NITTANY PAPER
Registration Number:	4877190	NP NITTANY PAPER
Registration Number:	4964422	SERVICE FIRST, QUALITY ALWAYS, SATISFACT
Registration Number:	4863218	SIMPLY SUSTAINABLE
Registration Number:	4841106	ULTRA BATH TISSUE

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye (074658-20031 ND)

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-20031
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	08/13/2020

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Agreement**”) is made as of this 12th day of August, 2020, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, together with their respective permitted successors and assigns, “**Grantors**” and each individually “**Grantor**”), and PNC BANK, NATIONAL ASSOCIATION (“**PNC**”), in its capacity as agent for the below-defined Lenders (PNC, in such capacity, together with its successors and assigns in such capacity, “**Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that Revolving Credit and Security Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) among MARCAL MANUFACTURING, LLC, a limited liability company formed under the laws of the State of Delaware (“**Marcal Manufacturing**”), SOUNDVIEW VERMONT HOLDINGS LLC, a limited liability company formed under the laws of the State of Delaware (“**Soundview Vermont**”, and together with Marcal Manufacturing and each Person joined thereto as a borrower from time to time, collectively, the “**Borrowers**”, and each a “**Borrower**”), NITTANY PAPER MILLS LLC, a limited liability company formed under the laws of the state of Delaware (“**Nittany**”), MARCAL HOLDINGS LLC, a limited liability company formed under the laws of the state of Delaware (“**Ultimate Holdings**”), MARCAL NJVT LLC, a limited liability company formed under the laws of the state of Delaware (“**Marcal NJVT**”), SOUNDVIEW PAPER MILLS LLC, a limited liability company formed under the laws of the state of Delaware (“**Soundview Paper Mills**”), NITTANY PAPER HOLDINGS LLC, a limited liability company formed under the laws of the state of Delaware (“**Nittany Paper Holdings**”, and together with Nittany, Ultimate Holdings, Marcal NJVT, Soundview Paper Mills and each Person joined thereto as a guarantor from time to time, collectively, the “**Guarantors**,” and each a “**Guarantor**”), the financial institutions which are now or which hereafter become a party thereto (collectively, the “**Lenders**” and each individually a “**Lender**”) and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof.

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this 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, each 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 Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of such Grantor's trademarks, trademark registrations, and trademark applications, all renewals, extensions and continuations of any of the foregoing (collectively, "**Trademarks**"), and licenses to which such Grantor is a party for any of the foregoing where such licenses permit the Grantor to have a security interest be placed thereon (each such license, a "**License**"), and all goodwill associated therewith, including, without limitation, those referred to on Schedule I hereto;

(b) the right to use any of the foregoing;

(c) all substitutes, extensions or renewals of and improvements on the foregoing; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. **SECURITY FOR OBLIGATIONS.** This Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing or any other grant of any lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. **CREDIT AGREEMENT.** The security interests and liens granted pursuant to this Agreement are granted in conjunction with, and in no way limit, the security interests and liens granted to the Agent pursuant to the Credit Agreement and/or any of the Other Documents, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interests in and liens upon the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Agreement are deemed to conflict with those of the Credit Agreement, the provisions of the Credit Agreement shall govern.

5. **REGISTRATION/FILING.** The Agreement is intended by the parties to be filed, and each Grantor hereby authorizes Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office (the "**USPTO**").

6. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall acquire rights, title or interest to any new Trademark Collateral, this Agreement shall automatically apply thereto. Grantors shall provide prompt notice, in writing, to Agent with respect to any new Trademark Collateral, but in no event later than thirty (30) days after acquiring such new Trademark Collateral. Without limiting Grantors' obligations under this Section 6, each Grantor hereby authorizes Agent, acting under its Power of Attorney granted pursuant to Section 7 below, to at any time thereafter execute in the name of such Grantor a modification to this Agreement by amending Schedule I to include such newly acquired Trademark Collateral and to file the same

with the USPTO. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

7. POWER OF ATTORNEY. Without limiting the generality of any power of attorney granted to Agent under the Credit Agreement or any Other Document, each Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor's true and lawful attorney-in-fact, with the power (a) to execute and endorse on behalf of and in the name of such Grantor a modification to this Agreement by amending Schedule I and (b) after the occurrence and during the continuance of an Event of Default, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to enforce, assign, pledge, convey or otherwise sell, transfer title in or dispose of the Trademark Collateral, and in each case to file or record with the USPTO in the name of and on behalf of such Grantor any such assignment or bill of sale or Other Document executed by Agent, its successors and assigns, and any officer, employee, attorney or Agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of hereof and of the Credit Agreement and the Other Documents. This power of attorney is coupled with an interest and is and shall be irrevocable unless and until all of the Obligations (including any obligations to provide cash collateral for any Letters of Credit) have been paid in full in immediately available funds and satisfied and all of the commitments under the Credit Agreement have been terminated.

8. COUNTERPARTS. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

9. General Terms and Conditions. This Agreement is an Other Document. Article XVI [Miscellaneous] of the Credit Agreement is hereby incorporated herein, *mutatis mutandi*.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, each 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.

GRANTORS:

MARCAL MANUFACTURING, LLC

By: 

Name: Scott Dicus

Title: Chief Financial Officer

NITTANY PAPER MILLS LLC

By: 


Name: Scott Dicus

Title: Chief Financial Officer

ACCEPTED AND
ACKNOWLEDGED:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

PNC BANK, NATIONAL ASSOCIATION

By: 
Sara V. Traberman
Senior Vice President

SCHEDULE I
to
Trademark Security Agreement

Licenses:

None.

Registered Trademarks and Trademark Applications:

Grantor	Trademark Title	Application No.	Date of Application	Reg. No.	Date of Registration
Marcal Manufacturing, LLC	SMALL STEPS (Class 016 Only)	77/545,697	8/13/2008	3,694,783	10/13/2009
Marcal Manufacturing, LLC	MARCAL PRO	77/856,048	10/23/2009	4,091,449	1/24/2012
Marcal Manufacturing, LLC	ASPEN	73/662,099	5/21/1987	1,551,844	8/15/1989
Marcal Manufacturing, LLC	PAPER FROM PAPER NOT FROM TREES	73/825,616	9/15/1989	1,595,334	5/8/1990
Marcal Manufacturing, LLC	SNOW Lilly	72/115,820	3/16/1961	0,723,888	11/14/1961
Marcal Manufacturing, LLC	PAPER FROM PAPER NOT FROM TREES 100% RECYCLED WITHOUT CHLORINE BLEACHING and Design	74/632,385	2/10/1995	1,977,939	6/4/1996

Grantor	Trademark Title	Application No.	Date of Application	Reg. No.	Date of Registration
Marcal Manufacturing, LLC	MARCALCULATE	74/138,865	2/3/1991	1,757,626	3/9/1993
Marcal Manufacturing, LLC	MARCAL	71/613,470	5/3/1951	0,573,133	4/14/1953
Marcal Manufacturing, LLC	MARCAL	71/491,662	11/15/1945	0,425,272	11/12/1946
Marcal Manufacturing, LLC	MARCAL	72/404,016	10/11/1971	0,949,162	12/26/1972
Marcal Manufacturing, LLC	MARCAL HANKIES	71/621,476	11/20/1951	0,589,555	5/11/1954
Marcal Manufacturing, LLC	FLUFF OUT	72/083,112	10/12/1959	0,791,037	6/15/1965
Marcal Manufacturing, LLC	EASY REACH	73/556,823	9/4/1985	1,412,269	10/7/1986
Marcal Manufacturing, LLC	WORKFORCE	74/586,235	10/17/1994	2,010,772	10/22/1996
Marcal Manufacturing, LLC	SANI-HANKS	71/623,866	1/21/1952	0,582,691	11/24/1953
Marcal Manufacturing, LLC	BY THE BUNDLE	73/535,193	5/11/1985	1,414,918	10/28/1986
Marcal Manufacturing, LLC	BELLA	72/464,418	8/11/1973	1,027,037	12/9/1975
Marcal Manufacturing, LLC	PURSE 'N POCKET	74/038,134	3/13/1990	1,627,099	12/11/1990
Marcal Manufacturing, LLC	SUNRISE	73/380,445	8/17/1982	1,237,287	5/10/1983
Marcal Manufacturing, LLC	DRAW AND STORE	73/792,634	4/11/1989	1,634,789	2/12/1991
Marcal Manufacturing, LLC	PAPER FROM PAPER NOT FROM TREES 100% and Design	74/595,972	11/7/1994	2,036,006	2/4/1997
Marcal Manufacturing, LLC	WORKFORCE	74/373,354	3/30/1993	1,847,360	7/26/1994

Grantor	Trademark Title	Application No.	Date of Application	Reg. No.	Date of Registration
Marcal Manufacturing, LLC	BUY THE BUNDLE	74/138,864	2/13/1991	1,672,586	1/21/1992
Marcal Manufacturing, LLC	SOFPAC	72/447,159	1/29/1973	1,036,445	3/23/1976
Marcal Manufacturing, LLC	POLY-CASE	73/354,916	3/16/1982	1,265,703	1/31/1984
Marcal Manufacturing, LLC	MARCAL	85/033,314	5/7/2010	3,903,504	1/11/2011
Marcal Manufacturing, LLC	U-SIZE-IT	85/053,152	6/2/2010	3,894,001	12/21/2010
Marcal Manufacturing, LLC	SMALL STEPS	85/370,742	7/13/2011	4,105,333	2/28/2012
Marcal Manufacturing, LLC	A SMALL EASY STEP TO A GREENER EARTH (Class 016)	85/370,800	7/13/2011	4,105,337	2/28/2012
Marcal Manufacturing, LLC	MARCAL PRIDE AND DESIGN	85/515,228	1/12/2012	4,194,549	8/21/2012
Marcal Manufacturing, LLC	MARCAL ESSENTIALS	85/407,378	8/25/2011	4,247,061	11/20/2012
Marcal Manufacturing, LLC	SMALL STEPS	1,414,099	10/10/2008	TMA810,428	10/27/2011
Marcal Manufacturing, LLC	ECO	643,768	11/1/1989	TMA 389,731	11/1/1991
Marcal Manufacturing, LLC	SNOW LILY	645,092	11/17/1989	TMA 376,940	12/7/1990
Marcal Manufacturing, LLC	MARCAL	643,433	10/31/1989	TMA 388,605	9/6/1991
Marcal Manufacturing, LLC	MARCAL	190,890	5/9/1946	UCA 23,213	5/9/1946

Grantor	Trademark Title	Application No.	Date of Application	Reg. No.	Date of Registration
Marcal Manufacturing, LLC	MARCAL HANKIES	643,774	11/1/1989	TMA 381,684	3/15/1991
Marcal Manufacturing, LLC	FLUFF OUT	643,772	10/31/1989	TMA 381,683	3/15/1991
Marcal Manufacturing, LLC	SANI-HANKS	643,765	10/31/1989	TMA 375,950	11/16/1990
Marcal Manufacturing, LLC	BY THE BUNDLE	635,720	7/6/1989	TMA 381,590	3/15/1991
Marcal Manufacturing, LLC	BELLA	643,775	10/31/1989	TMA 378,169	1/11/1991
Marcal Manufacturing, LLC	PURSE 'N POCKET	666,331	9/12/1990	TMA 398,714	5/29/1992
Marcal Manufacturing, LLC	YELLOW ALERT	643,761	10/31/1989	TMA 375,949	11/16/1990
Marcal Manufacturing, LLC	SUNRISE	645,091	11/17/1989	TMA 378,189	1/11/1991
Marcal Manufacturing, LLC	PAPER FROM PAPER NOT FROM TREES 100% and Design	781,828	5/2/1995	TMA 516,097	9/9/1999
Marcal Manufacturing, LLC	POLY-CASE	643,771	10/31/1989	TMA 381,682	3/15/1991
Marcal Manufacturing, LLC	MARCAL		6/6/1997	91,987	7/15/1997
Marcal Manufacturing, LLC	SMALL STEPS - Class 16	8211385	4/9/2009	8211385	10/26/2009
Marcal Manufacturing, LLC	PAPER FROM PAPER NOT FROM TREES 100% and Design	225,135	2/21/1995	574,204	3/31/1998
Marcal Manufacturing, LLC	EMINENCE	85,979,750	6/20/2012	4,404,845	9/17/2013

Grantor	Trademark Title	Application No.	Date of Application	Reg. No.	Date of Registration
Marcal Manufacturing, LLC	MARCAL	71,421,091	6/29/1939	0372674	11/7/1939
Marcal Manufacturing, LLC	KAOFIN	0816870	7/21/1996	TMA521094	1/6/2000
Nitany Paper Mills LLC	ECO EARTH CONSCIOUS OPTIONS and Design	86759965	9/17/2015	5,000,127	7/12/2016
Nitany Paper Mills LLC	ETIQUETTE and Design	86568214	3/18/2015	4,841,107	10/27/2015
Nitany Paper Mills LLC	EXECUTIVEDRY and Design	86788016	10/14/2015	4,985,430	6/21/2016
Nitany Paper Mills LLC	HEARTLAND and Design	86617289	5/1/2015	4,961,491	5/17/2016
Nitany Paper Mills LLC	LIMITED	86617356	5/1/2015	4,876,064	12/12/2015
Nitany Paper Mills LLC	MICRO-CORE	87650865	10/18/2017	5,450,433	4/17/2018
Nitany Paper Mills LLC	NITTANY PAPER	86612482	4/28/2015	4,943,194	4/19/2016
Nitany Paper Mills LLC	NP NITTANY PAPER (Stylized)	86612273	4/28/2015	4,877,190	12/29/2015
Nitany Paper Mills LLC	SERVICE FIRST, QUALITY ALWAYS, SATISFACTION GUARANTEED	86780480	10/7/2015	4,964,422	5/24/2016
Nitany Paper Mills LLC	SIMPLY SUSTAINABLE and Design	86614350	4/29/2015	4,863,218	12/1/2015
Nitany Paper Mills LLC	ULTRA BATH TISSUE and Design	86568199	3/18/2015	4,841,106	10/27/2015