

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612803

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ABL TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLEARWATER PAPER CORPORATION		07/26/2019	Corporation: DELAWARE
CELLU TISSUE CORPORATION-NEENAH		07/26/2019	Corporation: DELAWARE
CELLU TISSUE HOLDINGS, INC.		07/26/2019	Corporation: DELAWARE
MANCHESTER INDUSTRIES INC. OF VIRGINIA		07/26/2019	Corporation: VIRGINIA
TRULY BRANDS, LLC		07/26/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	10 SOUTH DEARBORN STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 70			
Property Type	Number	Word Mark	
Registration Number:	5735161	NUVO	
Registration Number:	5565146	MULTI-SIZE SHEETS	
Registration Number:	5468616	HYDRASORB	
Registration Number:	4643713	SIZEABLES	
Registration Number:	4422773	CLEAN. STRONG. CONFIDENCE.	
Registration Number:	4526129	SIZE-A-SHEET	
Registration Number:	4576704	THE ULTIMATE IN SOFTNESS AND COMFORT	
Registration Number:	4593486		
Registration Number:	4576546		
Registration Number:	4515523	FIBERKNIT	
Registration Number:	4422772	EXPERIENCE A SOFTER CLEAN	
Registration Number:	4422771	THE ULTIMATE COMFORT	

CH \$1765.00 5735161

Property Type	Number	Word Mark
Registration Number:	4498807	CONFIDENCE AND COMFORT
Registration Number:	4408244	THE ULTIMATE SOFTNESS
Registration Number:	4404471	FIBERSTRONG TECHNOLOGY
Registration Number:	4408243	FIBERSTRONG
Registration Number:	4404470	FIBERSOFT TECHNOLOGY
Registration Number:	4408242	STRONGWEAVE
Registration Number:	4408241	STRONGWEAVE TECHNOLOGY
Registration Number:	4408240	FIBERSOFT
Registration Number:	3283134	MULTI-SIZE
Registration Number:	3256438	
Registration Number:	3346089	ANCORA
Registration Number:	3875452	
Registration Number:	3695009	SELECT-A-SHEET
Registration Number:	4031965	
Registration Number:	3901040	CLEARWATER PAPER
Registration Number:	3457358	CLEARWATER
Registration Number:	3412537	HYDRASORB FIBER TECHNOLOGY
Registration Number:	3489717	LIVING GREEN
Registration Number:	3313295	FOR A CLEAN, LINT-CLEAR FINISH
Registration Number:	3406051	LINT CLEAN
Registration Number:	2202283	CANDESCENCE
Registration Number:	3235325	SIMPLY ELEGANT
Registration Number:	3235193	SIMPLY SOFT
Registration Number:	3178564	PERFECTLY STRONG
Registration Number:	3125036	
Registration Number:	2905067	STRONG AND STURDY
Registration Number:	2979157	WITH HYDRASORB
Registration Number:	2862880	DESIGN SERIES
Registration Number:	2924277	WITH HYDRASORB TECHNOLOGY
Registration Number:	2795046	SIZABLES
Registration Number:	2813052	SIZE-IT SHEETS
Registration Number:	2561814	SPILL SAVER
Registration Number:	2640938	GABLEPAK
Registration Number:	2637031	TODAY'S CHOICE
Registration Number:	2644048	SINCERELY SOFT
Registration Number:	2426889	VALUE CLEAN
Registration Number:	2450188	TRULY GENTLE
Registration Number:	2437612	SOFT & DELICATE

Property Type	Number	Word Mark
Registration Number:	2615687	SOFT ELEMENTS
Registration Number:	2365308	SPECIALLY SOFT
Registration Number:	2605106	LEGACY
Registration Number:	2666739	TAPESTRY
Registration Number:	2116418	TRULY SOFT
Registration Number:	2116417	TRULY TUFF
Registration Number:	767589	SPA
Registration Number:	828582	CLEARWATER
Registration Number:	718943	VELURE
Registration Number:	2362847	PLAZA
Registration Number:	2080681	MAGIC SOFT
Registration Number:	2022635	MAGIC SOFT
Registration Number:	3676180	WHERE EVERY CUSTOMER MATTERS
Registration Number:	2463416	QUICK CHANGE
Registration Number:	5777672	MI
Registration Number:	5733922	WE SHEET YOU RIGHT
Serial Number:	88116647	MI MANCHESTER INDUSTRIES A CLEARWATER PA
Registration Number:	5513494	
Registration Number:	5495525	MANCHESTER INDUSTRIES
Serial Number:	87307719	TRULY

CORRESPONDENCE DATA

Fax Number: 2124552502

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: (212)455-3605

Email: ksolomon@stblaw.com

Correspondent Name: GENEVIEVE DORMENT, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/2222
NAME OF SUBMITTER:	GENEVIEVE DORMENT
SIGNATURE:	/GD/
DATE SIGNED:	12/07/2020

Total Attachments: 11

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ABL TRADEMARK SECURITY AGREEMENT

This ABL TRADEMARK SECURITY AGREEMENT, dated as of July 26, 2019 (as amended, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, Clearwater Paper Corporation, a Delaware corporation (the “Borrower”) has entered into the ABL Credit Agreement, dated as of July 26, 2019 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the several banks and other financial institutions or entities from time to time parties thereto (the “Lenders”), certain other parties and the Administrative Agent;

WHEREAS, in connection with the Credit Agreement the Grantors have entered into the ABL Guarantee and Collateral Agreement, dated as of July 26, 2019 in favor of the Administrative Agent for the benefit of the Secured Parties (as amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”); and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Trademark Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

SECTION 2. Grant of Security. Each Grantor hereby pledges and grants to the Administrative Agent for the ratable benefit of the Secured Parties a continuing security interest in and to all of such Grantor’s right, title and interest in the Trademarks listed on Schedule A, 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 Obligations.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

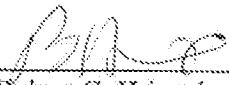
SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy or electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 5. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York.

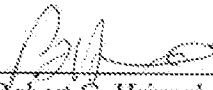
SECTION 6. Conflict Provision. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice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

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

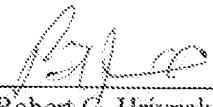
CLEARWATER PAPER CORPORATION,
as Grantor

By: 
Name: Robert G. Hrivnak
Title: Senior Vice President, Finance and Chief
Financial Officer

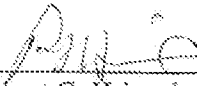
CELLU TISSUE CORPORATION-NEENAH,
as Grantor

By: 
Name: Robert G. Hrivnak
Title: Senior Vice President, Finance and Chief
Financial Officer

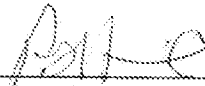
CELLU TISSUE HOLDINGS, INC.,
as Grantor

By: 
Name: Robert G. Hrivnak
Title: Senior Vice President, Finance and Chief
Financial Officer

MANCHESTER INDUSTRIES INC. OF VIRGINIA,
as Grantor

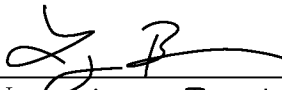
By: 
Name: Robert G. Hrivnak
Title: Senior Vice President, Finance and Chief
Financial Officer

TRULY BRANDS, LLC,
as Grantor

By:  _____

Name: Robert G. Hrivnak
Title: Senior Vice President, Finance and Chief
Financial Officer

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

By:  _____
Name: Lynn Brown
Title: Executive Director

SCHEDULE A

United States Trademarks and Trademark Applications

Registered owner/ Grantor	Trademark	Reg. No. / App. No.
Clearwater Paper Corporation	NUVO	5735161
Clearwater Paper Corporation	MULTIPLE-SIZE SHEETS	5565146
Clearwater Paper Corporation	HYDRASORB	5468616
Clearwater Paper Corporation	SIZEABLES	4643713
Clearwater Paper Corporation	CLEAN. STRONG. CONFIDENCE.	4422773
Clearwater Paper Corporation	SIZE-A-SHEET	4526129
Clearwater Paper Corporation	THE ULTIMATE IN SOFTNESS AND COMFORT	4576704
Clearwater Paper Corporation	WIDE ARMS TOILET PAPER WOMAN & DESIGN	4593486
Clearwater Paper Corporation	FLEXING TOILET PAPER MAN DESIGN	4576546
Clearwater Paper Corporation	FIBERKNIT	4515523
Clearwater Paper Corporation	EXPERIENCE A SOFTER CLEAN	4422772
Clearwater Paper Corporation	THE ULTIMATE COMFORT	4422771
Clearwater Paper Corporation	CONFIDENCE AND COMFORT	4498807
Clearwater Paper Corporation	THE ULTIMATE SOFTNESS	4408244
Clearwater Paper Corporation	FIBERSTRONG TECHNOLOGY	4404471
Clearwater Paper Corporation	FIBERSTRONG	4408243
Clearwater Paper Corporation	FIBERSOFT TECHNOLOGY	4404470
Clearwater Paper Corporation	STRONGWEAVE	4408242
Clearwater Paper Corporation	STRONGWEAVE TECHNOLOGY	4408241
Clearwater Paper Corporation	FIBERSOFT	4408240
Clearwater Paper Corporation	MULTI-SIZE	3283134
Clearwater Paper Corporation	FANCIFUL DAISY DESIGN	3256438
Clearwater Paper Corporation	ANCORA	3346089
Clearwater Paper Corporation	EMBOSSSED FLORAL PATTERN	3875452
Clearwater Paper Corporation	SELECT-A-SHEET	3695009
Clearwater Paper Corporation	CLEARWATER DESIGN	4031965
Clearwater Paper Corporation	CLEARWATER PAPER	3901040
Clearwater Paper Corporation	CLEARWATER	3457358
Clearwater Paper Corporation	HYDRASORB FIBER TECHNOLOGY	3412537
Clearwater Paper Corporation	LIVING GREEN	3489717
Clearwater Paper Corporation	FOR A CLEAN, LINT-CLEAR FINISH	3313295
Clearwater Paper Corporation	LINT CLEAN	3406051
Clearwater Paper Corporation	CANDESCE	2202283
Clearwater Paper Corporation	SIMPLY ELEGANT	3235325
Clearwater Paper Corporation	SIMPLY SOFT	3235193
Clearwater Paper Corporation	PERFECTLY STRONG	3178564
Clearwater Paper Corporation	EMBOSSSED NAPKIN	3125036
Clearwater Paper Corporation	STRONG AND STURDY	2905067
Clearwater Paper Corporation	WITH HYDRASORB	2979157
Clearwater Paper Corporation	DESIGN SERIES	2862880

Registered owner/ Grantor	Trademark	Reg. No. / App. No.
Clearwater Paper Corporation	WITH HYDRASORB TECHNOLOGY	2924277
Clearwater Paper Corporation	SIZABLES	2795046
Clearwater Paper Corporation	SIZE-IT SHEETS	2813052
Clearwater Paper Corporation	SPILL SAVER	2561814
Clearwater Paper Corporation	GABLEPAK	2640938
Clearwater Paper Corporation	TODAY'S CHOICE	2637031
Clearwater Paper Corporation	SINCERELY SOFT	2644048
Clearwater Paper Corporation	VALUE CLEAN	2426889
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Clearwater Paper Corporation	SOFT ELEMENTS	2615687
Clearwater Paper Corporation	SPECIALLY SOFT	2365308
Clearwater Paper Corporation	LEGACY	2605106
Clearwater Paper Corporation	TAPESTRY	2666739
Clearwater Paper Corporation	TRULY SOFT	2116418
Clearwater Paper Corporation	TRULY TUFF	2116417
Clearwater Paper Corporation	SPA	767589
Clearwater Paper Corporation	CLEARWATER	828582
Clearwater Paper Corporation	VELURE	718943
Cellu Tissue Holdings, Inc.	PLAZA	2362847
Cellu Tissue Corporation- Neenah	MAGIC SOFT	2080681
Cellu Tissue Corporation- Neenah	MAGIC SOFT	2022635
Manchester Industries Inc. of Virginia	WHERE EVERY CUSTOMER MATTERS	3676180
Manchester Industries Inc. of Virginia	QUICK CHANGE	2463416
Manchester Industries Inc. of Virginia	MI LOGO	5777672
Manchester Industries Inc. of Virginia	WE SHEET YOU RIGHT	5733922
Manchester Industries Inc. of Virginia	MI MANCHESTER INDUSTRIES NEW LOGO	88/116647
Manchester Industries Inc. of Virginia	MANCHESTER INDUSTRIES LOGO (NEW)	5513494

Registered owner/ Grantor	Trademark	Reg. No. / App. No.
Manchester Industries Inc. of Virginia	MANCHESTER INDUSTRIES	5495525
Truly Brands LLC	TRULY	87/307719