

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615458

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
North Pacific Paper Company, LLC		12/18/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	UMB Bank, N.A., as Trustee		
Street Address:	5555 San Felipe Street, Suite 870		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2871827	NORPAC	
Registration Number:	5028045	NATURAL CHOICE	
Registration Number:	3050427	NORBRITE	
Registration Number:	5585237	NATURAL CHOICE 30	
Registration Number:	5580678	NATURAL CHOICE 30	
Registration Number:	5492821	BOLD FEARLESS BRIGHT	
CORRESPONDENCE DATA			
Fax Number:	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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	063981-0004		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	12/18/2020		

OP \$165.00 2871827

Total Attachments: 7

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GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Trademark Security Agreement”), dated as of December 18, 2020, by the undersigned (the “Grantor”), in favor of Washington Economic Development Finance Authority, a public corporation and governmental instrumentality organized and validly existing under the laws of the State of Washington (the “Issuer”) and UMB Bank, N.A., as trustee and as assignee of the Issuer (the trustee in such capacity and together with its successors and assigns, the “Trustee”), and for the benefit of the Issuer, the Trustee and holders of the Bonds.

WITNESSETH:

WHEREAS, reference is made to that certain Guarantee, Pledge and Security Agreement, dated as of December 18, 2020 (including all exhibits and schedules thereto and as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”), by and among NP PAPER COMPANY, LLC, a Delaware limited liability company (“NP”), NORTH PACIFIC PAPER COMPANY, LLC, a Delaware limited liability company (the “Borrower”), NORPAC RESOURCES LLC, a Delaware limited liability company (“NORPAC Resources”) and NP PAPER HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), the Issuer and the Trustee.

WHEREAS, the Grantor is required to execute and deliver to the Trustee this Trademark Security Agreement for the benefit of the Secured Parties.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As security for the payment and performance in full of the Secured Obligations, the Grantor hereby grants to the Issuer and the Trustee and its successors and assigns, for the benefit of the Secured Parties, a continuing lien on and security interest in all of the Grantor’s right, title and interest in, to and under any Trademarks and Trademark Licenses constituting Collateral owned by the Grantor, along with all goodwill associated therewith (collectively, the “Trademark Collateral”), whether now owned or existing or hereafter acquired or arising and wherever located, including all Trademarks set forth in Schedule I, provided that no lien or security interest shall be granted on any trademark or service mark consisting of an “intent to use” application until such time as an amendment to allege use in respect thereof has been accepted by the United States Patent and Trademark Office.
3. SECURITY AGREEMENT. The liens and security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, and not in limitation, of the liens and security interests granted to the Issuer and the Trustee, for the benefit of the Secured Parties, as security for the payment and performance in full of the Secured Obligations, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies

of the Trustee with respect to the liens on and security interests in the Trademark Collateral 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. In the event that any provision of this Trademark Security Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall control.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. The exchange of copies of this Trademark Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Trademark Security Agreement as to the parties hereto and may be used in lieu of the original Trademark Security Agreement and signature pages for all purposes.

5. TERMINATION OR RELEASE. This Trademark Security Agreement shall terminate and the liens and security interests granted hereby shall be automatically released in accordance with the provisions set forth in Section 11 of the Security Agreement.

6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


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IN WITNESS WHEREOF, the 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.

GRANTOR:

NORTH PACIFIC PAPER COMPANY, LLC

By: NP Paper Company, LLC, its Managing Member

By: 

Name: Tony W. Lee
Title: Treasurer

[Signature Page to Grant of Security Interest in Trademarks]

ACCEPTED AND ACKNOWLEDGED BY:

UMB Bank, N.A.,
as Trustee

By: _____

Authorized Representative

(North Pacific Paper Company Recycling Project – Grant of Security Interest in Trademarks)

TRADEMARK
REEL: 007139 FRAME: 0527

Washington Economic Development Finance Authority, as Issuer

By: 

Name: Rodney G. Wendt









Title: Executive Director



(North Pacific Paper Company Recycling Project –
Grant of Security Interest in Trademarks)

TRADEMARK
REEL: 007139 FRAME: 0528

SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT

Trademark Applications and Registrations

Mark	Country	Status	Class	App No.	File Date	Reg. No.	Reg. Date	Registrant
	United States	Registered	16	78293158	08/27/2003	2871827	08/10/2004	North Pacific Paper Company, LLC
	Australia	Registered	16	970091	09/11/2003	970091	09/11/2003	North Pacific Paper Company, LLC
	China	Registered	16		01/21/2006	3735231	09/27/2003	North Pacific Paper Company, LLC
	India	Registered	16		11/17/2017	1248021		North Pacific Paper Company, LLC
	Japan	Registered	16	2003-075032	09/01/2003	4763191	04/09/2004	North Pacific Paper Company, LLC
	S. Korea	Registered	16	4020040005054	02/06/2004	4006251380000	07/18/2005	North Pacific Paper Company, LLC
	Thailand	Registered	16	533456	10/15/2003	197782	06/24/2004	North Pacific Paper Company, LLC
	Vietnam	Registered	16	4-2003-10430	11/12/2003	4-0060040-000	06/24/2005	North Pacific Paper Company, LLC
NATURAL CHOICE	United States	Registered	16	86609362	04/24/2015	5028045	08/23/2016	North Pacific Paper Company, LLC
NORBRITE	United States	Registered	16	78550555	01/20/2005	3050427	01/24/2006	North Pacific

Mark	Country	Status	Classes	App No.	File Date	Reg. No.	Reg. Date	Registrant
								Paper Company, LLC
NATURAL CHOICE	Canada	Registered	16		01/09/2020	1068848		North Pacific Paper Company, LLC
	United States	Registered	16	87827796	03/09/2018	5585237	10/16/2018	North Pacific Paper Company, LLC
 NATURAL CHOICE & Trees Design	Canada	Registered	16		01/09/2020	1076078		North Pacific Paper Company, LLC
NATURAL CHOICE 30	United States	Registered	16	87827754	03/09/2018	5580678	10/09/2018	North Pacific Paper Company, LLC
BOLD FEARLESS BRIGHT	United States	Registered	16	87117033	07/26/2016	5492821	06/12/2018	North Pacific Paper Company, LLC
NORPAC HYDROGUARD	United States	Pending	16	88605952	09/05/2019			North Pacific Paper Company, LLC
NATURAL CHOICE PLUS	United States	Pending	16	88836303	03/16/2020			North Pacific Paper Company, LLC
NATURAL CHOICE +	United States	Pending	16	88836290	03/16/2020			North Pacific Paper Company, LLC