

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616846

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PAPERWORKS INDUSTRIES, INC.		12/18/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	SILVER POINT FINANCE, LLC, as Administrative Agent
Street Address:	2 Greenwich Plaza
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	5444418	MASTERWORKS ULTRA 100 WHITEBACK
Registration Number:	5444419	MASTERWORKS ULTRA 100 KRAFTBACK
Registration Number:	5444420	MASTERWORKS ULTRA 100 NEWSBACK
Registration Number:	4605698	MASTERWORKS SHIELD
Registration Number:	3983925	PAPERWORKS
Registration Number:	3903469	
Registration Number:	3969118	PAPERWORKS
Registration Number:	3921857	PAPERWORKS
Registration Number:	3921858	PAPERWORKS
Registration Number:	3791204	MASTERWORKS
Registration Number:	3791205	MASTERWORKS
Registration Number:	3791206	MASTERWORKS
Registration Number:	3791207	MASTERWORKS PLUS
Registration Number:	3848546	MASTERWORKS URB +
Registration Number:	3848547	MASTERWORKS FREEZE
Registration Number:	3848548	MASTERWORKS NEWS
Registration Number:	3848549	MASTERWORKS LITE
Registration Number:	3842490	MASTERWORKS BLISTER
Registration Number:	3848550	MASTERWORKS BEV

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 2028357586*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:** 202-835-7500**Email:** dcip@milbank.com**Correspondent Name:** Javier J. Ramos**Address Line 1:** 1850 K Street, NW, Suite 1100**Address Line 2:** Milbank, LLP**Address Line 4:** Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	37754.00027
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	12/28/2020

Total Attachments: 8

source=05a. PaperWorks - PaperWorks Industries, Inc- Trademark IP SA (Dec-18-20)_(73111414_1)#page1.tif
source=05a. PaperWorks - PaperWorks Industries, Inc- Trademark IP SA (Dec-18-20)_(73111414_1)#page2.tif
source=05a. PaperWorks - PaperWorks Industries, Inc- Trademark IP SA (Dec-18-20)_(73111414_1)#page3.tif
source=05a. PaperWorks - PaperWorks Industries, Inc- Trademark IP SA (Dec-18-20)_(73111414_1)#page4.tif
source=05a. PaperWorks - PaperWorks Industries, Inc- Trademark IP SA (Dec-18-20)_(73111414_1)#page5.tif
source=05a. PaperWorks - PaperWorks Industries, Inc- Trademark IP SA (Dec-18-20)_(73111414_1)#page6.tif
source=05a. PaperWorks - PaperWorks Industries, Inc- Trademark IP SA (Dec-18-20)_(73111414_1)#page7.tif
source=05a. PaperWorks - PaperWorks Industries, Inc- Trademark IP SA (Dec-18-20)_(73111414_1)#page8.tif

TRADEMARK SECURITY AGREEMENT

Notice of Security Interests in Trademarks

NOTICE OF SECURITY INTERESTS IN TRADEMARKS dated as of December 18, 2020 (this "Trademark Security Agreement"), made by PAPERWORKS INDUSTRIES, INC., a Delaware corporation (the "Grantor"), in favor of SILVER POINT FINANCE, LLC, as Administrative Agent (in such capacities, together with its successors and permitted assigns in such capacities, the "Administrative Agent").

WHEREAS, under the terms of the Pledge and Security Agreement, dated as of December 18, 2020, by and between the Grantor, Administrative Agent and other parties thereto (as amended, restated, supplemented and otherwise modified from time to time, the "Collateral Agreement"), the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office (the "USPTO") or the Canadian Intellectual Property Office ("CIPO").

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

SECTION 1. *Terms.* Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement.

SECTION 2. *Grant of Security Interest.* As security for the Payment in Full or performance in full, as the case may be, of the Obligations, the Grantor pursuant to the Collateral Agreement hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the "Trademark Collateral"):

(a) all trademarks, service marks, corporate names, company names, business names, trade dress, logos and taglines, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, for which an amendment to allege use or a statement of use has not been filed under Sections 1(c) and 1(d) of Lanham Act, respectively, or, if filed, has not been deemed in conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office) or CIPO, as applicable, and all renewals thereof, including those listed on Schedule I hereto; and

(b) all goodwill associated therewith or symbolized thereby.

SECTION 3. **Security for Obligations.** The grant of a security interest in the Trademark Collateral by the Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Obligations.

SECTION 4. **Recordation.** The Grantor hereby requests and authorizes the USPTO or CIPO, as applicable, to record this Trademark Security Agreement against the Trademark Collateral.

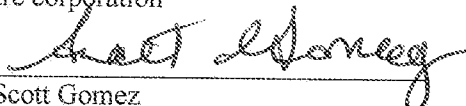
SECTION 5. **Counterparts.** This Trademark Security Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission (including .pdf file), or execution by electronic means, including DocuSign or any similar program shall be as effective as execution or delivery, as applicable, of a manually signed original.

SECTION 6. **Governing Law.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Remainder of this page intentionally left blank]

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

PAPERWORKS INDUSTRIES, INC.,
a Delaware corporation

By: 
Name: Scott Gomez
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement (PaperWorks Industries, Inc.)]


SILVER POINT FINANCE, LLC, as
Administrative Agent


By: Stacy Hatch
Name: Stacy Hatch
Title: Authorized Signatory

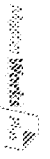

Schedule I


Trademarks Owned by the Grantor

Trademark Registrations

Trademark / Design	Jurisdiction	Application Number	Registration Number	Registration Date	Application Date	Status	Owner
MASTERWORKS ULTRA 100 WHITEBACK	U.S. Federal	87304393	5444418	4/10/2018	1/17/2017	REGISTERED	PAPERWORKS INDUSTRIES, INC.
MASTERWORKS ULTRA 100 KRAFTBACK	U.S. Federal	87304408	5444419	4/10/2018	1/17/2017	REGISTERED	PAPERWORKS INDUSTRIES, INC.
MASTERWORKS ULTRA 100 NEWSBACK	U.S. Federal	87304446	5444420	4/10/2018	1/17/2017	REGISTERED	PAPERWORKS INDUSTRIES, INC.
MASTERWORKS SHIELD	U.S. Federal	85078151	4605698	9/16/2014	7/6/2010	REGISTERED	PAPERWORKS INDUSTRIES, INC.
PAPERWORKS 	U.S. Federal	85027641	3983925	6/28/2011	4/30/2010	REGISTERED	PAPERWORKS INDUSTRIES, INC.

Trademark / Design	Jurisdiction	Application Number	Registration Number	Registration Date	Application Date	Status	Owner
	U.S. Federal	85027645	3903469	1/11/2011	4/30/2010	REGISTERED	PAPERWORKS INDUSTRIES, INC.
PAPERWORKS	U.S. Federal	85027648	3969118	5/31/2011	4/30/2010	REGISTERED	PAPERWORKS INDUSTRIES, INC.
PAPERWORKS	U.S. Federal	77914073	3921857	2/22/2011	1/18/2010	REGISTERED	PAPERWORKS INDUSTRIES, INC.
PAPERWORKS	U.S. Federal	77914076	3921858	2/22/2011	1/18/2010	REGISTERED	PAPERWORKS INDUSTRIES, INC.
MASTERWORKS	U.S. Federal	77692498	3791204	5/18/2010	3/17/2009	RENEWED (REGISTERED)	PAPERWORKS INDUSTRIES, INC.
MASTERWORKS	U.S. Federal	77692504	3791205	5/18/2010	3/17/2009	RENEWED (REGISTERED)	PAPERWORKS INDUSTRIES, INC.

Trademark / Design	Jurisdiction	Application Number	Registration Number	Registration Date	Application Date	Status	Owner
MASTERWORKS	U.S. Federal	77692507	3791206	5/18/2010	3/17/2009	REGISTERED	PAPERWORKS INDUSTRIES, INC.
MASTERWORKS PLUS	U.S. Federal	77692509	3791207	5/18/2010	3/17/2009	REGISTERED	PAPERWORKS INDUSTRIES, INC.
MASTERWORKS URB + 	U.S. Federal	77692513	3848546	9/14/2010	3/17/2009	REGISTERED	PAPERWORKS INDUSTRIES, INC.
MASTERWORKS FREEZE	U.S. Federal	77692517	3848547	9/14/2010	3/17/2009	REGISTERED	PAPERWORKS INDUSTRIES, INC.
MASTERWORKS NEWS	U.S. Federal	77692519	3848548	9/14/2010	3/17/2009	REGISTERED	PAPERWORKS INDUSTRIES, INC.
MASTERWORKS LITE	U.S. Federal	77692585	3848549	9/14/2010	3/17/2009	REGISTERED	PAPERWORKS INDUSTRIES, INC.
MASTERWORKS BLISTER 	U.S. Federal	77692593	3842490	8/31/2010	3/17/2009	REGISTERED	PAPERWORKS INDUSTRIES, INC.

Trademark / Design	Jurisdiction	Application Number	Registration Number	Registration Date	Application Date	Status	Owner
 MASTERWORKS BEV	U.S. Federal	77692596	3848550	9/14/2010	3/17/2009	REGISTERED	PAPERWORKS INDUSTRIES, INC.

Trademark Applications

None.