

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626806

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TEKRA, LLC		02/09/2021	Limited Liability Company: DELAWARE
DELSTAR TECHNOLOGIES, INC.		02/09/2021	Corporation: DELAWARE
SCHWEITZER-MAUDUIT INTERNATIONAL, INC.		02/09/2021	Corporation: DELAWARE
CONWED PLASTICS ACQUISITION COMPANY V LLC		02/09/2021	Limited Liability Company: DELAWARE
ARGOTEC LLC		02/09/2021	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: 21

Property Type	Number	Word Mark
Registration Number:	5933667	FORTREX
Registration Number:	5807375	ONE FIBER
Registration Number:	5807374	ONE FIBER
Registration Number:	5675835	LEAFLAB
Registration Number:	5897593	SWM
Registration Number:	5897592	SWM
Registration Number:	5764042	SWM
Registration Number:	5764041	SWM
Registration Number:	5897591	SWM
Registration Number:	5897590	SWM
Registration Number:	6156536	ARGOTEC

CH \$540.00 5933667

Property Type	Number	Word Mark
Serial Number:	90326983	ALPHASTAR
Registration Number:	6209023	
Registration Number:	6021907	FILTREXX SILTSOXX
Registration Number:	5014640	DRAINCHEXX
Registration Number:	4749427	EARTHBOXX
Registration Number:	5134845	FILTERBOXX
Registration Number:	5083811	STORMEXX
Registration Number:	4974196	VERTEXX
Registration Number:	3333589	DURA-GO
Registration Number:	3333588	DURA-GO

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)455-2055

Email: ksolomon@stblaw.com

Correspondent Name: KATE MIRINO, 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: 509265/2309

NAME OF SUBMITTER: KATE MIRINO

SIGNATURE: /KM/

DATE SIGNED: 02/18/2021

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of February 9, 2021, by TEKRA, LLC; DELSTAR TECHNOLOGIES, INC.; SCHWEITZER-MAUDUIT INTERNATIONAL, INC.; CONWED PLASTICS ACQUISITION COMPANY V LLC and ARGOTEC LLC (each individually, a “Pledgor” and, collectively, the “Pledgors”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, the Pledgors are party to that certain Pledge and Security Agreement, dated September 25, 2018 (as amended by that certain First Amendment, dated as of February 9, 2021, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds (other than Excluded Assets) of any and all of the foregoing.

Notwithstanding anything to the contrary contained herein, for the avoidance of doubt, the foregoing Pledged Collateral shall not include any intent-to-use Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and 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 is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. When all the Secured Obligations (other than (i) contingent indemnification obligations and (ii) obligations and liabilities under Swap Agreements and any contracts governing Banking Services not then due and payable) have been paid in full and the Commitments of the Lenders to make any Loan or to issue any Letter of Credit under the Credit Agreement shall have expired

or been sooner terminated and all Letters of Credit have expired or have been terminated or cash collateralized or with respect to which other arrangements reasonably satisfactory to the Administrative Agent and the Issuing Bank shall have been made in accordance with the provisions of the Credit Agreement, this Trademark Security Agreement shall terminate. Upon the termination of the Trademark Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

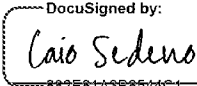
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature pages follow]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TEKRA, LLC

By:  _____
Name: Caio Sedeno
Title: President

DELSTAR TECHNOLOGIES, INC.

By: _____
Name: David Timothy Cullen
Title: President

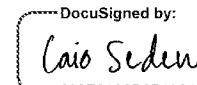
SCHWEITZER-MAUDUIT INTERNATIONAL, INC.

By: _____
Name: Ricardo Nuñez
Title: Executive Vice President

CONWED PLASTICS ACQUISITION COMPANY V LLC

By: _____
Name: Christopher Freitag
Title: President

ARGOTEC LLC

By:  _____
Name: Caio Sedeno
Title: CEO

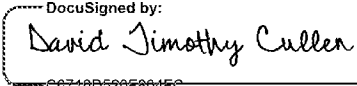
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By: _____
Name: Caio Sedeno
Title: President

DELSTAR TECHNOLOGIES, INC.

By:  _____
Name: David Timothy Cullen
Title: President

**SCHWEITZER-MAUDUIT INTERNATIONAL,
INC.**

By: _____
Name: Ricardo Nuñez
Title: Executive Vice President

**CONWED PLASTICS ACQUISITION COMPANY
V LLC**

By: _____
Name: Christopher Freitag
Title: President

ARGOTEC LLC

By: _____
Name: Caio Sedeno
Title: CEO

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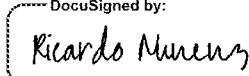
TEKRA, LLC

By: _____
Name: Caio Sedeno
Title: President

DELSTAR TECHNOLOGIES, INC.

By: _____
Name: David Timothy Cullen
Title: President

**SCHWEITZER-MAUDUIT INTERNATIONAL,
INC.**

By:  _____
Name: Ricardo Nuñez
Title: Executive Vice President

**CONWED PLASTICS ACQUISITION COMPANY
V LLC**

By: _____
Name: Christopher Freitag
Title: President

ARGOTEC LLC

By: _____
Name: Caio Sedeno
Title: CEO

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Very truly yours,

TEKRA, LLC

By: _____
Name: Caio Sedeno
Title: President

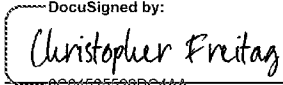
DELSTAR TECHNOLOGIES, INC.

By: _____
Name: David Timothy Cullen
Title: President

**SCHWEITZER-MAUDUIT INTERNATIONAL,
INC.**

By: _____
Name: Ricardo Nuñez
Title: Executive Vice President

**CONWED PLASTICS ACQUISITION COMPANY
V LLC**

By:  _____
Name: Christopher Freitag
Title: President

ARGOTEC LLC

By: _____
Name: Caio Sedeno
Title: CEO

Accepted and Agreed:

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

By:  _____

Name: Philip VanFossan

Title: Executive Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Title	App. No./ Reg. No.	Owner
FORTREX	5933667	Schweitzer-Mauduit International, Inc.
ONE FIBER	5807375	Schweitzer-Mauduit International, Inc.
ONE FIBER	5807374	Schweitzer-Mauduit International, Inc.
LEAFLAB	5675835	Schweitzer-Mauduit International, Inc.
SWM	5897593	Schweitzer-Mauduit International, Inc.
SWM	5897592	Schweitzer-Mauduit International, Inc.
SWM	5764042	Schweitzer-Mauduit International, Inc.
SWM	5764041	Schweitzer-Mauduit International, Inc.
SWM	5897591	Schweitzer-Mauduit International, Inc.
SWM	5897590	Schweitzer-Mauduit International, Inc.
ARGOTEC	6156536	Argotec, LLC
ALPHASTAR	90/326983	Delstar Technologies, Inc.
DESIGN ONLY	6209023	Conwed Plastics Acquisition Company V LLC
FILTREXX SILTSOXX	6021907	Conwed Plastics Acquisition Company V LLC
DRAINCHEXX	5014640	Conwed Plastics Acquisition Company V LLC ¹
EARTHBOXX	4749427	Conwed Plastics Acquisition Company V LLC ²
FILTERBOXX word mark	5134845	Conwed Plastics Acquisition Company V LLC ³
STORMEXX	5083811	Conwed Plastics Acquisition Company V LLC ⁴
VERTEXX	4974196	Conwed Plastics Acquisition Company V LLC ⁵
DURA-GO & design	3333589	Tekra, LLC and Hanita Coatings, USA, Inc.
DURA-GO	3333588	Tekra, LLC and Hanita Coatings, USA, Inc.

¹ Company to update USPTO records to reflect assignment of Filtrexx International's ownership of this trademark to Conwed Plastics Acquisition Company V LLC.

² Company to update USPTO records to reflect assignment of Filtrexx International's ownership of this trademark to Conwed Plastics Acquisition Company V LLC.

³ Company to update USPTO records to reflect assignment of Filtrexx International's ownership of this trademark to Conwed Plastics Acquisition Company V LLC.

⁴ Company to update USPTO records to reflect assignment of Filtrexx International's ownership of this trademark to Conwed Plastics Acquisition Company V LLC.

⁵ Company to update USPTO records to reflect assignment of Filtrexx International's ownership of this trademark to Conwed Plastics Acquisition Company V LLC.