

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646136

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900608214

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, As Administrative Agent		04/05/2021	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Appvion Operations, Inc.
Street Address:	825 East Wisconsin Avenue
Internal Address:	P.O. Box 359
City:	Appleton
State/Country:	WISCONSIN
Postal Code:	54912
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	1989113	DOCUCHECK
Registration Number:	2037533	DOCUCHECK
Registration Number:	2155258	DOCUCHECK BASIC
Registration Number:	3169940	DOCUCHECK GHOST
Registration Number:	5229014	DOCUCHECK
Registration Number:	2155259	DOCUCHECK WATERMARK
Registration Number:	2933082	DOCUMARK
Registration Number:	5343000	DUAL
Registration Number:	2556953	ECARBONLESS
Registration Number:	2602692	IMPEDE
Registration Number:	4994740	KABOOM!
Registration Number:	3476165	LINEMARK
Registration Number:	2960835	MONDIAL MARK
Registration Number:	4792095	PERMACHECK
Registration Number:	1665465	RECOVER
Registration Number:	2757017	TECHMARK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2137772	TONERFUSE
Registration Number:	2987512	INSTANT REPLAY
Registration Number:	1587789	INTEGRA

CORRESPONDENCE DATA

Fax Number: 2156562498
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: 215-656-3381
Email: pto.phil@dlapiper.com
Correspondent Name: IP GROUP OF DLA PIPER LLP (US)
Address Line 1: ONE LIBERTY PLACE
Address Line 2: 1650 MARKET ST. SUITE 5000
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	423046-16 APPVION
NAME OF SUBMITTER:	William L. Bartow
SIGNATURE:	/williamlbartow/
DATE SIGNED:	05/12/2021

Total Attachments: 7

source=App II Notice of Non-Recordation 90060814 TM637998 #page1.tif
source=Active_143414010_1_Appvion - ABL - Pixelle asset sale - Trademark Security Release II (Pixelle) (signed)#page1.tif
source=Active_143414010_1_Appvion - ABL - Pixelle asset sale - Trademark Security Release II (Pixelle) (signed)#page2.tif
source=Active_143414010_1_Appvion - ABL - Pixelle asset sale - Trademark Security Release II (Pixelle) (signed)#page3.tif
source=Active_143414010_1_Appvion - ABL - Pixelle asset sale - Trademark Security Release II (Pixelle) (signed)#page4.tif
source=Active_143414010_1_Appvion - ABL - Pixelle asset sale - Trademark Security Release II (Pixelle) (signed)#page5.tif
source=Active_143414010_1_Appvion - ABL - Pixelle asset sale - Trademark Security Release II (Pixelle) (signed)#page6.tif

Limited Termination and Release of Trademark Security Interest

This **Limited Termination and Release of Trademark Security Interest** (the "**Trademark Release**"), dated as of April 5, 2021 (the "**Effective Date**"), is made by Appvion Operations, Inc., a Delaware corporation (the "**Grantor**") and Wells Fargo Bank, National Association, as Administrative Agent (the "**Agent**"). Grantor and Agent are sometimes referred herein as each a "**Party**" and, collectively, the "**Parties**."

WHEREAS, pursuant to the terms of (i) that certain Credit Agreement, dated as of June 13, 2018, by and between Grantor and Agent, among others (as amended or otherwise modified from time to time, the "**Credit Agreement**"), (ii) that certain Guaranty and Security Agreement, dated as of June 13, 2018, by and between Grantor and Agent, among others (as amended or otherwise modified from time to time, the "**Collateral Agreement**") and (iii) that certain Trademark Security Agreement, dated as of June 13, 2018, by and between Grantor and Agent (the "**Trademark Agreement**"), Grantor granted to Agent a security interest upon certain Trademark Collateral (as used in this Trademark Release and as defined in the Trademark Agreement), including those certain trademark registrations, trademark applications and trademark licenses set forth on Schedule A hereto and all goodwill associated therewith. The Trademark Collateral constituting those certain trademark registrations, trademark applications and trademark licenses set forth on Schedule A hereto and all goodwill associated therewith shall be referred to collectively herein as the "**Released Trademarks**".

WHEREAS, the Trademark Agreement was recorded with the United States Patent and Trademark Office on June 20, 2018 at trademark assignment Reel 6359, Frame 0178.

WHEREAS, the Trademark Agreement was recorded with the Canadian Intellectual Property Office on July 23, 2018.

WHEREAS, pursuant to the terms hereof, the Agent wishes to fully terminate and release its lien and security interest in the Released Trademarks (but not in any other Trademark Collateral).

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged by the Parties, Agent hereby represents, warrants, covenants and agrees, for the benefit of Grantor, as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms defined in the Credit Agreement, Collateral Agreement or Trademark Agreement and used herein, have the meaning given to them in the Credit Agreement, Collateral Agreement or Trademark Agreement, as applicable.

2. Release of Security Interest.

a. The Agent agrees to terminate and hereby fully terminates, releases, and discharges its lien and security interest in all of Grantor's present and future right, title and interest in and to the Released Trademarks now owned or at any time hereafter acquired by the Grantor, including all goodwill of the business connected with the use of, and symbolized by, the Released Trademarks, and all products and proceeds (as that term is defined in the Code) of the

foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Released Trademark, including the right to receive any damages, (ii) injury to the goodwill associated with any Released Trademark or (iii) right to receive license fees, royalties, and other compensation under any Released Trademark.

b. This Trademark Release applies only in respect of the Released Trademarks and in no way affects or impairs the Agent's lien and security interest in any other Trademark Collateral, which lien and security interest Grantor hereby reaffirms.

3. Further Assurances. Agent hereby authorizes Grantor to (i) record this Trademark Release with the USPTO and the Canadian Intellectual Property Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Released Trademarks, and/or (iii) otherwise record or file this Trademark Release in the applicable foreign or domestic governmental office or agency. Agent hereby further agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantor's expense, as may be reasonably necessary to effect the release of the security interest in the Released Trademarks contemplated hereby.

4. Counterparts. This Trademark Release may be executed in any number of counterparts and by the different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Release electronically or by telecopy shall be as effective as delivery of a manually executed counterpart of this Trademark Release.

5. Successors and Assigns. This Trademark Release will be binding on and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns.


6. Severability. Each provision of this Trademark Release will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this Trademark Release is held to be invalid, illegal or unenforceable under applicable law, all other provisions of this Trademark Release shall remain in full force and effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Trademark Release to be duly executed by their authorized representatives as of the Effective Date.

GRANTOR:

APPVION OPERATIONS, INC.

By: 
Name: Daniel W. Gresham
Title: Sr. VP and CFO

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have caused this Trademark Release to be duly executed by their authorized representatives as of the Effective Date.

GRANTOR:

APPVION OPERATIONS, INC.

By: _____
Name: _____
Title: _____

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: **Scott T. Collin** Digitally signed by Scott T. Collin
Date: 2021.04.01 13:39:30 -05'
Name: Scott Collins
Title: Authorized Signatory

SCHEDULE A

Trademarks

Application / Registration Date	Jurisdiction	Mark	Application or Registration
Jul-96	United States	DOCUCHECK	1989113
Sep-95	Canada	DOCUCHECK	TMA448158
Feb-97	United States	DOCUCHECK & DESIGN	2037533
May-98	United States	DOCUCHECK BASIC	2155258
Nov-06	United States	DOCUCHECK GHOST	3169940
Jun-17	United States	DOCUCHECK LOGO	5229014
May-98	United States	DOCUCHECK WATERMARK	2155259
Mar-05	United States	DOCUMARK	2933082
Dec-07	Australia	DOCUMARK	1166816
Jul-07	Brazil	DOCUMARK	824234642
Sep-06	Canada	DOCUMARK	TMA672876
Mar-13	Chile	DOCUMARK	10100923
Oct-01	EU	DOCUMARK	2412674
Dec-11	Guatemala	DOCUMARK	116714
Nov-14	Mexico	DOCUMARK	1496560
May-02	New Zealand	DOCUMARK	646904
Nov-14	Mexico	DOCUMARK	1492136
Nov-17	United States	DUAL	5343000
Sep-08	Canada	DUAL	TMA724832
Apr-02	United States	ECARBONLESS	2556953
Aug-00	Wisconsin	ECARBONLESS	2005100299
Nov-02	Canada	ECARBONLESS	TMA571217
Jul-02	United States	IMPEDE	2602692
May-03	Canada	IMPEDE	TMA582421
Jul-16	United States	KABOOM!	4994740
Oct.-16	Canada	KABOOM!	TMA953788
Jan-16	Mexico	KABOOM!	1608501
Jul-08	United States	LINEMARK	3476165
Jun-05	United States	MONDIAL MARK	2960835
Nov-06	Canada	MONDIAL MARK	TMA676916
Mar-03	EU	MONDIAL MARK	3110715
Jun-03	Mexico	MONDIAL MARK	798381
Aug-15	United States	PERMACHECK	4792095
Nov-91	United States	RECOVER	1665465
Dec-90	Canada	RECOVER	TMA423562

Application / Registration Date	Jurisdiction	Mark	Application or Registration
Mar-90	Canada	RECOVER	TMA382479
Aug-03	United States	TECHMARK	2757017
Aug-10	Canada	TECHMARK	TMA775850
May-03	EU	TECHMARK	2412591
Dec-11	Guatemala	TECHMARK	116715
Feb-98	United States	TONERFUSE	2137772
Sep-95	Canada	ECOGUARD	TMA448140
Aug-05	United States	INSTANT REPLAY	2987512
Apr-91	Canada	INTEGRA	TMA382908
Mar-90	United States	INTEGRA	1587789
Mar-16	Mexico	PRESERVE	1623718
Jul-90	Benelux	RECOVER	483432
Jul-90	France	RECOVER	1606028
May-03	United Kingdom	TECHMARK	UK00902412591
Feb-03	United Kingdom	DOCUMARK	UK00902412674
Jan-07	United Kingdom	MONDIAL MARK	UK00903110715