

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699517

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RIFLE HOLDINGS, LLC		12/30/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC		
Street Address:	225 West Washington St		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4695934	RIFLE PAPER CO.	
Registration Number:	4806760	RIFLE PAPER CO.	
Registration Number:	4778219	RIFLE PAPER CO.	
Registration Number:	4707743	RIFLE PAPER CO.	
Registration Number:	4707742	RIFLE PAPER CO.	
Registration Number:	5413892	RIFLE PAPER CO.	
Registration Number:	4707820	R P CO.	
Registration Number:	5419290	R P CO.	
Registration Number:	4806797	R P CO.	
Registration Number:	4806762	RIFLE PAPER CO.	
Registration Number:	4806761		
Registration Number:	4806772	RIFLE PAPER CO.	
Registration Number:	4806771		
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	1404215366413664		

CH \$340.00 4695934

Email: afasolino@kslaw.com
Correspondent Name: Anthony Fasolino
Address Line 1: 1180 Peachtree St NE
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: Anthony Fasolino

SIGNATURE: /Anthony Fasolino/

DATE SIGNED: 01/04/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2021 is made by RIFLE HOLDINGS, LLC (the "Grantor"), in favor of ALTER DOMUS (US) LLC, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 30, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among RPC HOLDCO COMPANY, LLC, a Delaware limited liability company ("Holdco"), RIFLE, LLC, a Delaware limited liability company ("Rifle", and together with Holdco, the "Borrowers"), the other Guarantors, the Lenders, and ALTER DOMUS (US) LLC, in its capacity as administrative agent (in such capacity, together with its successors and assigns, the "Administrative Agent") for the Secured Parties, the Lenders have severally agreed to make extensions of credit to Holdings and Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is a party to the Security Agreement (as defined in the Credit Agreement) pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Holdings and the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its United States trademark registrations and applications, including, without limitation, those referred to on Schedule I attached hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

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 Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. 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.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

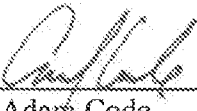
Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 6. Loan Document. This Trademark Security Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents. In the event of a conflict between the terms and conditions of this Trademark Agreement and the terms and conditions of the Credit Agreement, the terms and conditions of the Credit Agreement shall control.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, 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.

RIFLE HOLDINGS, LLC,
as Grantor


By: 
Name: Adam Code
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007549 FRAME: 0261

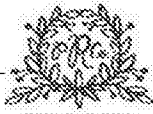

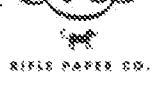
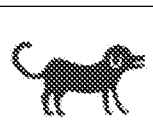



ACCEPTED AND AGREED
as of the date first above written:

ALTER DOMUS (US) LLC,
as Administrative Agent

By: 
Name: Emily/Ergang Pappas
Title: Head of Legal, North America

SCHEDULE I

Trademarks

Trademark	Registration Number	Registration Date
RIFLE PAPER CO.	4,695,934	03/03/15
RIFLE PAPER CO.	4,806,760	09/08/15
RIFLE PAPER CO.	4,778,219	07/21/15
RIFLE PAPER CO.	4,707,743	03/24/15
RIFLE PAPER CO.	4,707,742	03/24/15
RIFLE PAPER CO.	5,413,892	02/27/18
	4,707,820	03/24/15
	5,419,290	03/06/18
 RIFLE PAPER CO.	4,806,797	09/08/15
 RIFLE PAPER CO.	4,806,762	09/08/15
	4,806,761	09/08/15
 RIFLE PAPER CO.	4,806,772	09/08/15
	4,806,771	09/08/15