

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM726619

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MIDCAP FINANCIAL TRUST		05/09/2022	STATUTORY TRUST: DELAWARE

RECEIVING PARTY DATA

Name:	PAPER SOURCE, INC.,
Street Address:	125 S. CLARK ST.
Internal Address:	15TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Corporation: ILLINOIS
Name:	PINE HOLDINGS, INC.
Street Address:	125 S. CLARK ST.
Internal Address:	15TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	5620787	BALLOON SPOT
Registration Number:	3156950	DO SOMETHING CREATIVE EVERY DAY
Registration Number:	3087640	DO SOMETHING CREATIVE EVERY DAY
Registration Number:	3085437	DO SOMETHING CREATIVE EVERY DAY
Registration Number:	3276864	PAPER SOURCE
Registration Number:	2857817	PAPER SOURCE
Registration Number:	2857818	PAPER SOURCE
Registration Number:	2740615	PAPER SOURCE
Registration Number:	3012960	WASTE NOT PAPER
Registration Number:	3090118	
Registration Number:	3090116	

TRADEMARK

REEL: 007715 FRAME: 0861

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Property Type	Number	Word Mark
Registration Number:	3090117	
Serial Number:	88639456	PAPER SOURCE STONE WRAPPING PAPER ECO FR

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: KLATHROP@PROSKAUER.COM

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	11964.227
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	05/09/2022

Total Attachments: 5

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TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Termination and Release"), dated as of May 9, 2022, from MIDCAP FINANCIAL TRUST, in its capacity as administrative agent (the "Agent") for the banks and other financial institutions (the "Lenders") that are parties to the Credit and Guaranty Agreement, dated as of May 22, 2019 (as amended, restated, amended and restated, replaced, supplemented, or otherwise modified from time to time, including all annexes, exhibits and schedules thereto, the "Credit Agreement"), among PAPER SOURCE, INC., an Illinois corporation (the "Grantor"), PINE HOLDINGS, INC., a Delaware corporation, the Subsidiaries of the Borrower from time to time party thereto, the Lenders and the Agent, to the Grantor. Capitalized terms used herein without definition are used as defined in the Security and Pledge Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Security and Pledge Agreement, dated as of May 22, 2019 (as amended, supplemented, waived or otherwise modified from time to time, the "Security and Pledge Agreement"), made by the Grantor and the other parties thereto in favor of the Agent, the Grantor granted to the Agent, for the ratable benefit of the Secured Parties, a security interest (the "Security Interest") in certain Collateral, including all of the Grantor's Trademarks and Proceeds and products of such Trademarks, as collateral security for the prompt and complete payment and performance when due of the Obligations of the Grantor;

WHEREAS, in connection with the Security and Pledge Agreement, the Grantor and the Agent entered into a Trademark Security Agreement, which was recorded in the Trademark Division of the United States Patent and Trademark Office on May 22, 2019 at Reel/Frame 6651/0164; and

WHEREAS, in connection with the Security and Pledge Agreement, the Grantor and the Agent entered into a Trademark Security Agreement, which was recorded in the Trademark Division of the United States Patent and Trademark Office on September 17, 2020 at Reel/Frame 7054/0585; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademarks of the Grantor and Proceeds and products of such Trademarks.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks of

the Grantor and Proceeds and products of such Trademarks pursuant to the Security and Pledge Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Release of Security Interest. The Agent hereby, without representation, warranty or recourse of any kind, terminates, releases and discharges its Security Interest in the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto under the Grantor's names) and Proceeds and products of such Trademarks, and any right, title or interest of the Agent in such Trademarks and Proceeds and products of such Trademarks shall hereby cease and become void.

2. Further Assurances. The Agent shall promptly and duly execute and deliver to the Grantor all further releases and other documents (including, without limitation, Uniform Commercial Code termination statements), and take all other actions as the Grantor may reasonably request in writing, all at the Grantor's sole cost and expense, for the purpose of obtaining the release of the Security Interest.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

MIDCAP FINANCIAL TRUST,
as Agent


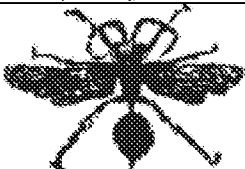
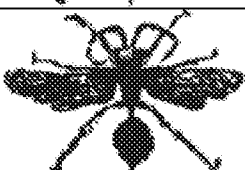
By: Apollo Capital Management, L.P., its
investment manager

By: Apollo Capital Management GP, LLC, its
general partner


By: 
Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE I

Trademark Registrations - Reel/Frame 6651/0164

Grantor	Country	Mark	Registration No.	Registration Date
Paper Source, Inc.	U.S.	BALLOON SPOT	Serial No. 87/804,183 Reg. No. 5,620,787	Filing Date 2/20/2018 Reg. Date 12/4/2018
Paper Source, Inc.	U.S.	DO SOMETHING CREATIVE EVERY DAY	Serial No. 78/632,931 Reg. No. 3,156,950	Filing Date 5/19/2005 Reg. Date 10/17/2006
Paper Source, Inc.	U.S.	DO SOMETHING CREATIVE EVERY DAY	Serial No. 78/632,927 Reg. No. 3,087,640	Filing Date 5/19/2005 Reg. Date 5/2/2006
Paper Source, Inc.	U.S.	DO SOMETHING CREATIVE EVERY DAY	Serial No. 78/629,426 Reg. No. 3,085,437	Filing Date 5/13/2005 Reg. Date 4/25/2006
Paper Source, Inc.	U.S.	PAPER SOURCE	Serial No. 78/629,421 Reg. No. 3,276,864	Filing Date 5/13/2005 Reg. Date 8/7/2007
Paper Source, Inc.	U.S.	PAPER SOURCE	Serial No. 78/170,168 Reg. No. 2,857,817	Filing Date 10/2/2002 Reg. Date 6/29/2004
Paper Source, Inc.	U.S.	PAPER SOURCE	Serial No. 78/170,171 Reg. No. 2,857,818	Filing Date 10/2/2002 Reg. Date 6/29/2004
Paper Source, Inc.	U.S.	PAPER SOURCE	Serial No. 78/170,173 Reg. No. 2,740,615	Filing Date 10/2/2002 Reg. Date 7/22/2003
Paper Source, Inc.	U.S.	WASTE NOT PAPER	Serial No. 78/344,973 Reg. No. 3,012,960	Filing Date 12/23/2003 Reg. Date 11/8/2005
Paper Source, Inc.	U.S.		Serial No. 78/632,926 Reg. No. 3,090,118	Filing Date 5/19/2005 Reg. Date 5/9/2006
Paper Source, Inc.	U.S.		Serial No. 78/632,920 Reg. No. 3,090,116	Filing Date 5/19/2005 Reg. Date 5/9/2006
Paper Source, Inc.	U.S.		Serial No. 78/632,924 Reg. No. 3,090,117	Filing Date 5/19/2005 Reg. Date 5/9/2006

Trademark Registrations - Reel/Frame 7054/0585

Grantor	Country	Mark	Registration No.	Registration Date
Paper Source, Inc.	U.S.		Reg. No. 88,639,456	Reg. Date 2/5/2020