

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM727169

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCHWEITZER-MAUDUIT INTERNATIONAL, INC.		05/06/2022	Corporation: DELAWARE
CONWED PLASTICS ACQUISITION COMPANY V LLC		05/06/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 S DEARBORN ST.		
Internal Address:	7TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	97316698	EVOLUTE	
Serial Number:	97290933	BOTANI	
Serial Number:	97001037	GREEN IN EVERY WAY	
Serial Number:	90229496	BIOLOXX	
Registration Number:	6449582	POWERED BY FILTREXX	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124552592		
Email:	ksolomon@stblaw.com		
Correspondent Name:	COURTNEY WELSHIMER, 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		

CH \$140.00 97316698

NAME OF SUBMITTER:	COURTNEY WELSHIMER
SIGNATURE:	/CW/
DATE SIGNED:	05/11/2022
Total Attachments: 6 source=Warrior - Trademark Security Agreement (May 2022 Joinder) - Execution#page1.tif source=Warrior - Trademark Security Agreement (May 2022 Joinder) - Execution#page2.tif source=Warrior - Trademark Security Agreement (May 2022 Joinder) - Execution#page3.tif source=Warrior - Trademark Security Agreement (May 2022 Joinder) - Execution#page4.tif source=Warrior - Trademark Security Agreement (May 2022 Joinder) - Execution#page5.tif source=Warrior - Trademark Security Agreement (May 2022 Joinder) - Execution#page6.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of May 6, 2022, by SCHWEITZER-MAUDUIT INTERNATIONAL, INC., a Delaware corporation, and CONWED PLASTICS ACQUISITION COMPANY V LLC, a Delaware limited liability company (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, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, 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 the 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.

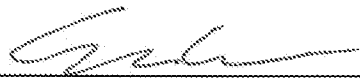
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed 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,

**SCHWEITZER-MAUDUIT INTERNATIONAL,
INC.**

By: 
Name: Robert A. Wamser, Jr.
Title: Executive Vice President and Chief Financial Officer

**CONWED PLASTICS ACQUISITION COMPANY
V LLC**

By: _____
Name: Christopher Freitag
Title: President

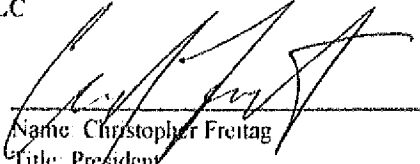
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above

Very truly yours,

SCHWEITZER-MAUDUIT INTERNATIONAL,
INC.

By _____
Name: Robert A. Wamser, Jr.
Title: Executive Vice President and Chief Financial Officer

CONWED PLASTICS ACQUISITION COMPANY
V LLC

By: 
Name: Christopher Freitag
Title: President

[Cardinal Signature Page to Trademark Security Agreement]

Accepted and Agreed:

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

By: *Laura Woodward*

Name: Laura Woodward

Title: Vice President