

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764797

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEW-INDY CONTAINERBOARD LLC		10/31/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn, 7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88806242	NEW-INDY	
Registration Number:	6553760	FIBER FORCE	
Registration Number:	6296604	FIBER FORCE	
Registration Number:	6124747	NEW INDY	
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:	8004945225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1818003 TM		
NAME OF SUBMITTER:	Anna Marcus		
SIGNATURE:	/Anna Marcus/		
DATE SIGNED:	11/01/2022		
Total Attachments: 6			

OP \$115.00 88806242

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TRADEMARK SECURITY AGREEMENT dated as of October 31, 2022, among NEW-INDY CONTAINERBOARD LLC, a Delaware limited liability company (the "Grantor"), and JPMORGAN CHASE BANK, as Administrative Agent (the "Administrative Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of December 31, 2018 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among New-Indy Containerboard Hold Co LLC, a Delaware limited liability company ("Holdings"), the Grantor, New-Indy Ontario LLC, a Delaware limited liability company (the "Ontario Borrower"), New-Indy Oxnard LLC, a Delaware limited liability company (the "Oxnard Borrower"), New-Indy Hartford City LLC, a Delaware limited liability company (the "Hartford City Borrower"), New-Indy TriPAQ LLC, a Delaware limited liability company (the "TriPAQ Borrower"), New-Indy Catawba LLC, a Delaware limited liability company (the "Catawba Borrower"), Carolina Container LLC, a Delaware limited liability company (the "Carolina Borrower"), New-Indy Holland LLC, a Delaware limited liability company (the "Holland Borrower"), Shoreline Container LLC, a Delaware limited liability company (the "Shoreline Borrower"), Montebello Container Company LLC, a Delaware limited liability company (the "Montebello Borrower"); the Montebello Borrower, together with the Grantor, the Ontario Borrower, the Oxnard Borrower, the Hartford City Borrower, the TriPAQ Borrower, the Catawba Borrower, the Carolina Borrower, the Holland Borrower and the Shoreline Borrower, collectively, the "Borrowers"), the Subsidiaries from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement dated as of December 31, 2018 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, the Borrowers, the Lenders and Issuing Banks party thereto and the Administrative Agent. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings is an affiliate of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all Trademarks now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, including those listed on Schedule I (collectively, the

“Trademark Collateral”); provided, however, for the avoidance of doubt, the Trademark Collateral shall not include any assets or property of the Grantor described in Section 4.01(d) of the Collateral Agreement.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

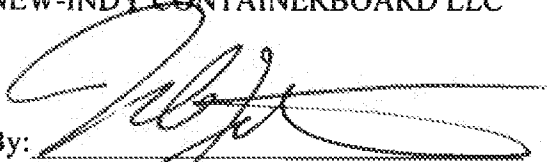
SECTION 4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart thereof.

SECTION 5. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NEW-INDY CONTAINERBOARD LLC

By: 

Name: Michael A. Quattromani

Title: Treasurer and Chief Financial Officer

By: _____

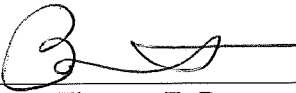
Name: Thomas E. Bennett

Title: Secretary

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NEW-INDY CONTAINERBOARD LLC

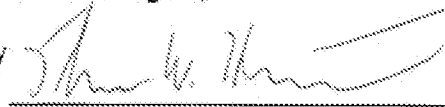
By: _____
Name: Michael A. Quattromani
Title: Treasurer and Chief Financial Officer

By:  _____
Name: Thomas E. Bennett
Title: Secretary



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

by



Thomas W. Harrison

Executive Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007881 FRAME: 0026

Schedule I

Trademark Applications

<u>Trademark</u>	<u>Registered Owner</u>	<u>Application No.</u>	<u>Filing Date</u>
New-Indy	New-Indy Containerboard LLC	88806242	2/21/2020

Trademark Registrations

<u>Trademark</u>	<u>Registered Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>
FIBER FORCE and Design	New-Indy Containerboard LLC	6553760	11/09/2021
FIBER FORCE	New-Indy Containerboard LLC	6296604	3/16/2021
NEW INDY and Design	New-Indy Containerboard LLC	6124747	8/11/2020

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