

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764922

| | | | |
|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | TRADEMARK SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| NEW-INDY CONTAINERBOARD LLC | | 10/31/2022 | Limited Liability Company: DELAWARE |
| MONTEBELLO CONTAINER COMPANY LLC | | 10/31/2022 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | COBANK, ACB, as Administrative Agent | | |
| Street Address: | 6340 S. Fiddlers Green Circle | | |
| City: | Greenwood Village | | |
| State/Country: | COLORADO | | |
| Postal Code: | 80111 | | |
| Entity Type: | Federally Chartered Bank: UNITED STATES | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5071587 | MONTEBELLO CONTAINER | |
| Registration Number: | 6553760 | FIBER FORCE | |
| Registration Number: | 6296604 | FIBER FORCE | |
| Registration Number: | 6124747 | NEW INDY | |
| Serial Number: | 88806242 | NEW-INDY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7043311159 | | |
| <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: | 7043311000 | | |
| Email: | PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com | | |
| Correspondent Name: | Moore & Van Allen PLLC | | |
| Address Line 1: | 100 North Tryon Street | | |
| Address Line 2: | Suite 4700, ATTN: IP DEPARTMENT | | |
| Address Line 4: | Charlotte, NORTH CAROLINA 28202 | | |
| ATTORNEY DOCKET NUMBER: | 036970.000113 | | |
| NAME OF SUBMITTER: | John Slaughter | | |

OP \$140.00 5071587

| | |
|---|------------------|
| SIGNATURE: | /john slaughter/ |
| DATE SIGNED: | 11/01/2022 |
| Total Attachments: 6 source=TSA - New-Indy Containerboard LLC and Montebello Container Company LLC to CoBank, ACB, as Administrative Agent#page1.tif source=TSA - New-Indy Containerboard LLC and Montebello Container Company LLC to CoBank, ACB, as Administrative Agent#page2.tif source=TSA - New-Indy Containerboard LLC and Montebello Container Company LLC to CoBank, ACB, as Administrative Agent#page3.tif source=TSA - New-Indy Containerboard LLC and Montebello Container Company LLC to CoBank, ACB, as Administrative Agent#page4.tif source=TSA - New-Indy Containerboard LLC and Montebello Container Company LLC to CoBank, ACB, as Administrative Agent#page5.tif source=TSA - New-Indy Containerboard LLC and Montebello Container Company LLC to CoBank, ACB, as Administrative Agent#page6.tif | |

TRADEMARK SECURITY AGREEMENT dated as of October 31, 2022, by and among NEW-INDY CONTAINERBOARD LLC, a Delaware limited liability company ("Containerboard"), MONTEBELLO CONTAINER COMPANY LLC, a Delaware limited liability company ("Montebello"; collectively, with Containerboard, the "Grantors") and COBANK, ACB, as Administrative Agent (the "Administrative Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of October 31, 2022 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among NEW-INDY CONTAINERBOARD HOLD CO LLC, a Delaware limited liability company ("Holdings"), NEW-INDY CATAWBA LLC, a Delaware limited liability company (the "Borrower"), the Subsidiaries from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of October 31, 2022 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Holdings, the Borrower, the Lenders from time to time 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 and the Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are 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, each 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 such Grantor or in which such 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 such 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. Each 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
MONTEBELLO CONTAINER COMPANY LLC

By: 

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

By: _____

Name: Thomas E. Bennett
Title: Secretary

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS
NEW-INDY CATAWBA LLC

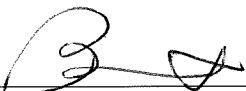
TRADEMARK
REEL: 007881 FRAME: 0965

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

NEW-INDY CONTAINERBOARD LLC
MONTEBELLO CONTAINER COMPANY LLC

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



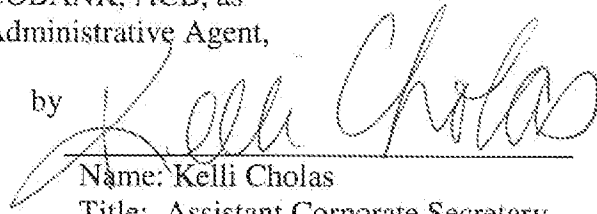
By:  _____
Name: Thomas E. Bennett
Title: Secretary

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS
NEW-INDY CATAWBA LLC

TRADEMARK
REEL: 007881 FRAME: 0966

COBANK, ACB, as
Administrative Agent,

by

A handwritten signature in cursive script, reading "Kelli Cholas", is written over a horizontal dotted line.

Name: Kelli Cholas

Title: Assistant Corporate Secretary

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS
NEW-INDY CATAWBA LLC

TRADEMARK

REEL: 007881 FRAME: 0967

Schedule I

Montebello Container Company LLC
(Delaware limited liability company)

U.S. Trademark

Trademark Registration

| Mark | Reg. No. | Reg. Date |
|----------------------|----------|------------|
| MONTEBELLO CONTAINER | 5071587 | 11/01/2016 |

New-Indy Containerboard LLC
(Delaware limited liability company)

U.S. Trademarks

Trademark Registrations

| Mark | Reg. No. | Reg. Date |
|------------------------|----------|------------|
| FIBER FORCE and Design | 6553760 | 11/09/2021 |
| FIBER FORCE | 6296604 | 03/16/2021 |
| NEW INDY and Design | 6124747 | 08/11/2020 |

Trademark Application

| Mark | Appl. No. | Filing Date |
|----------|-----------|-------------|
| NEW-INDY | 88806242 | 02/21/2020 |