

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769870

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GIBRALTAR BUSINESS CAPITAL, LLC		11/22/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WILLAMETTE FALLS PAPER COMPANY, INC.		
Street Address:	4800 MILL STREET		
City:	WEST LINN		
State/Country:	OREGON		
Postal Code:	97068		
Entity Type:	Corporation: OREGON		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88716797	REHARVEST	
Registration Number:	0940508	CAPISTRANO	
Registration Number:	0958596	SONOMA	
Registration Number:	2856993	NATURE WEB	
Registration Number:	2925910	NATURE PLUS	
CORRESPONDENCE DATA			
Fax Number:	2138910400		
<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:	213-891-0700		
Email:	pnulud@buchalter.com, mmandel@buchalter.com, shinojosa@buchalter.com		
Correspondent Name:	PHILIP NULUD/V MONICA MANDEL/S HINOJOSA		
Address Line 1:	BUCHALTER, APC		
Address Line 2:	SUITE 1500		
Address Line 4:	LOS ANGELES, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	J0272-0012 [PN:VMM:SH:LA]		
NAME OF SUBMITTER:	V. MONICA MANDEL		
SIGNATURE:	/V. Monica Mandel/		

CH \$140.00 88716797

DATE SIGNED:

11/23/2022

Total Attachments: 16

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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Termination") is dated as of November 22, 2022 (the "Effective Date") and made by (i) **GIBRALTAR BUSINESS CAPITAL, LLC**, in its capacity as Lender under the below-defined Loan Agreement ("Secured Party"), to (ii) **WILLAMETTE FALLS PAPER COMPANY, INC.**, an Oregon corporation ("Debtor").

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of October 6, 2020 (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the "Loan Agreement") among Secured Party as Lender and Debtor as Borrower, the parties entered into that certain Intellectual Property Security Agreement dated as of October 5, 2020, made between Debtor and Secured Party (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the "Security Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof.

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office ("USPTO") on October 22, 2020, at Reel 7083, Frame 0371;

WHEREAS, pursuant to the Security Agreement, the Debtor irrevocably pledged and assigned to, and granted to the Secured Party a security interest, with power of sale to the extent permitted by law (the "Security Interest") in the IP Collateral; and

WHEREAS, Secured Party now desires to terminate and release the Security Interest in the IP Collateral as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Secured Party hereby states as follows:

1. Definitions. Capitalized terms used herein and in the foregoing recitals shall have the meanings given to them in the Security Agreement.

2. Release of Security Interest. Secured Party hereby terminates the Security Agreement and hereby forever terminates, releases, relinquishes, and discharges its Security Interest in the IP Collateral, including the Trademarks listed on Schedule C thereto, and reassigns and transfers to the Debtor all right, title, and interest that the Secured Party may have in the IP Collateral.

3. Recordation. By this instrument, the Secured Party hereby authorizes the Debtor or its designees, at Debtor's sole cost, to record this Termination with the USPTO and with any other organization with which a filing of this Termination will effect a termination, release and discharge of the Secured Party's security interest in any of the IP Collateral.

4. Further Assurances. The Secured Party hereby agrees to duly execute and deliver to the Debtor any further documents and to do such other acts that the Debtor (or its respective agents or designees) reasonably request, in order to confirm this Termination and the Debtor's right, title, and interest in and to the IP Collateral.

5. Governing Law. THIS TERMINATION AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS TERMINATION OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS.

[Remainder of page intentionally blank; signature pages follow.]

IN WITNESS WHEREOF, the Secured Party has caused this Termination to be executed by its duly authorized officer as of the Effective Date first written above.

GIBRALTAR BUSINESS CAPITAL, LLC

By: Jean R. Elie Jr.
Name: Jean R. Elie Jr
Title: Senior Vice President

EXHIBIT "A"

SECURITY AGREEMENT

(attached)

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (“**Agreement**”), dated as of October 5, 2020, is executed by and between **WILLAMETTE FALLS PAPER COMPANY, INC.**, an Oregon corporation (the “**Debtor**”), and **GIBRALTAR BUSINESS CAPITAL, LLC**, a Delaware limited liability company, having a business location at the address set forth below under its signature (“**Secured Party**”).

RECITALS:

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions.** All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

“**Copyrights**” means the copyright registrations, applications and exclusive copyright licenses set forth in **Exhibit A**.

“**IP Collateral**” means all Copyrights, Patents and Trademarks, other than any Excluded Property (as defined in the Loan Agreement).

“**Patents**” means all of the Debtor’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on **Exhibit B**.

“**Security Interest**” has the meaning given in Section 2.

“**Trademarks**” means all of the Debtor’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit C**.

2. **Security Interest.** The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the “**Security Interest**”), with power of sale to the extent permitted by law, in the IP Collateral, to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor.

3. **Representations, Warranties and Agreements.** Debtor represents, warrants and agrees as follows:

(a) **Authority.** This Agreement has been duly and validly authorized by all necessary action on the part of the Debtor.

(b) **Copyrights.** **Exhibit A** accurately lists all registered Copyrights owned or controlled by the Debtor as of the date hereof and accurately reflects in all material respects the existence and status of Copyrights and all applications and registrations pertaining thereto as of the date hereof. If after the date hereof, the Debtor owns or controls any registered Copyrights not listed on **Exhibit A** or if **Exhibit A** ceases to accurately reflect, in all material respects, the existence and status of applications and registrations pertaining to the Copyrights, then the Debtor shall promptly provide written notice to the Secured Party with a replacement **Exhibit A**, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) **Patents.** **Exhibit B** accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which Debtor has a right as of the date hereof to have it assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Debtor owns, controls or has a right to have assigned to it any Patents not listed on **Exhibit B**, or if **Exhibit B** ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within thirty (30) days provide written notice to the Secured Party with a replacement **Exhibit B**, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) **Trademarks.** **Exhibit C** accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof. If after the date hereof, the Debtor owns or controls any Trademarks not listed on **Exhibit C** or if **Exhibit C** ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement **Exhibit C**, which upon acceptance by the Secured Party shall become part of this Agreement.

(e) **Title.** Debtor has absolute title to each Patent, Trademark and Copyright listed on **Exhibits A, B and C**, free and clear of all liens except Permitted Liens. Debtor (i) will have, at the time Debtor acquires any rights in IP Collateral hereafter arising, absolute title to each such IP Collateral free and clear of all liens except Permitted Liens, and (ii) will keep all IP Collateral free and clear of all liens except Permitted Liens.

(f) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the IP Collateral against all claims or demands of all Persons.

(g) **Maintenance.** Debtor will at its own expense maintain the IP Collateral to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any IP Collateral, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least thirty (30) days,

to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any IP Collateral, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) **Secured Party's Right to Take Action.** If Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of seven (7) Business Days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (f), immediately upon the occurrence of such failure, without notice or lapse of time), or, if Debtor notifies the Secured Party that it intends to abandon any IP Collateral, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** The Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (g) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the default rate of interest set forth in the Loan Agreement.

(j) **Power of Attorney.** To the extent required to facilitate the Secured Party's taking action under subsection (g) and exercising its rights under Section 6 for the purpose of perfecting its Security Interest, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default (as defined in the Loan Agreement), to enforce or use the IP Collateral or to grant or issue any exclusive or non-exclusive license under the IP Collateral to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the IP Collateral to any third party. The Debtor hereby ratifies all actions that such attorney shall lawfully do or cause to be done by virtue of the power of attorney granted herein. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Obligations.

4. **Debtor's Use of the IP Collateral.** The Debtor shall be permitted to control and manage the IP Collateral, including the right to exclude others from making, using or selling items covered by the IP Collateral and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs.

5. **Events of Default.** The occurrence of an Event of Default, as defined in the Loan Agreement, shall constitute an Event of Default under this Agreement

6. **Remedies.** During the existence of an Event of Default, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Loan Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the IP Collateral.

(c) The Secured Party may enforce the IP Collateral and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. **Miscellaneous.** This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. This Agreement shall terminate upon termination of the Loan Agreement. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the IP Collateral at all or in any particular manner or order, or to apply any cash proceeds of IP Collateral in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Illinois without regard to conflicts of law provisions, except that any exercise by Lender of its remedies under this Agreement pertaining to the IP Collateral shall be conducted in accordance with the law of the applicable jurisdiction where Debtor's principal place of business is located. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this

Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date written above.

GIBRALTAR BUSINESS CAPITAL, LLC,
a Delaware limited liability company

**WILLAMETTE FALLS PAPER
COMPANY, INC.,**
an Oregon corporation

By: _____

Name: Mark Stoeberl

Title: Chief Credit Officer

400 Skokie Boulevard, Suite 375
Northbrook, Illinois 60062

By:  _____

Name: BRIAN KOWEN

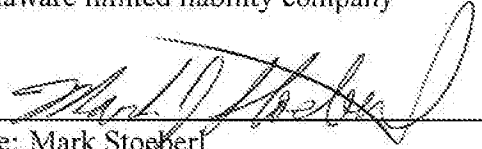
Title: President

4800 Mill Street
West Linn, Oregon 97068

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date written above.

GIBRALTAR BUSINESS CAPITAL, LLC,
a Delaware limited liability company

By: 
Name: Mark Stogberl
Title: Chief Credit Officer

400 Skokie Boulevard, Suite 375
Northbrook, Illinois 60062

**WILLAMETTE FALLS PAPER
COMPANY, INC.,**
an Oregon corporation

By: _____
Name: _____
Title: _____

4800 Mill Street
West Linn, Oregon 97068

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

None.

EXHIBIT C
TRADEMARKS

SERIAL NUMBER: 88716797
FILED: 12/05/2019
MARK: REHARVEST

SERIAL NUMBER: 72398039
FILING DATE: 07/22/1971
REGISTRATION NUMBER: 940508
REGISTRATION DATE: 08/08/1972
MARK: CAPISTRANO

SERIAL NUMBER: 72398040
FILING DATE: 07/22/1971
REGISTRATION NUMBER: 958596
REGISTRATION DATE: 05/08/1973
MARK: SONOMA

SERIAL NUMBER: 78233751
FILING DATE: 04/03/2003
REGISTRATION NUMBER: 2856993
REGISTRATION DATE: 06/22/2004
MARK: NATURE WEB

SERIAL NUMBER: 78248992
FILING DATE: 05/13/2003
REGISTRATION NUMBER: 2925910
REGISTRATION DATE: 02/08/2005
MARK: NATURE PLUS



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

OCTOBER 26, 2020

PTAS

ANDREW M. SACHS, ESQ.
180 N LA SALLE ST STE 3300
CHICAGO, IL 60601

900576075

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 10/22/2020

REEL/FRAME: 7083/0371
NUMBER OF PAGES: 12

BRIEF: SECURITY INTEREST

ASSIGNOR:

WILLAMETTE FALLS PAPER COMPANY, INC.

DOC DATE: 10/05/2020
CITIZENSHIP: OREGON
ENTITY: CORPORATION

ASSIGNEE:

GIBRALTAR BUSINESS CAPITAL, LLC

400 SKOKIE BOULEVARD, SUITE 375
NORTHBROOK, ILLINOIS 60062

CITIZENSHIP: DELAWARE
ENTITY: LIMITED LIABILITY COMPANY

SERIAL NUMBER: 72398039

REGISTRATION NUMBER: 940508

MARK: CAPISTRANO

DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

FILING DATE: 07/22/1971

REGISTRATION DATE: 08/08/1972

SERIAL NUMBER: 72398040

REGISTRATION NUMBER: 958596

MARK: SONOMA

DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

FILING DATE: 07/22/1971

REGISTRATION DATE: 05/08/1973

SERIAL NUMBER: 78233751 FILING DATE: 04/03/2003
REGISTRATION NUMBER: 2856993 REGISTRATION DATE: 06/22/2004
MARK: NATURE WEB
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 78248992 FILING DATE: 05/13/2003
REGISTRATION NUMBER: 2925910 REGISTRATION DATE: 02/08/2005
MARK: NATURE PLUS
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

SERIAL NUMBER: 88716797 FILING DATE: 12/05/2019
REGISTRATION NUMBER: REGISTRATION DATE:
MARK: REHARVEST
DRAWING TYPE: STANDARD CHARACTER MARK

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION