

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM776207

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Oak Paper Products Co., LLC		12/22/2022	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Churchill Agency Services LLC, as Agent		
<b>Street Address:</b>	430 Park Avenue, 14th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4746785	ACORN	
<b>Registration Number:</b>	5186234	ACORN EAST	
<b>Registration Number:</b>	5118447	ACORN EAST PAPER PRODUCTS COMPANY, LLC	
<b>Registration Number:</b>	2108772	ACORN PAPER PRODUCTS COMPANY	
<b>Registration Number:</b>	4911937	ACORN PAPER PRODUCTS COMPANY DIVISION OA	
<b>Registration Number:</b>	4911860	ACORN WEST	
<b>Registration Number:</b>	6114527	BOX PAPER SCISSORS	
<b>Registration Number:</b>	6114528	BOX PAPER SCISSORS	
<b>Registration Number:</b>	4613996	OAK	
<b>Registration Number:</b>	2167659	OAK DISTRIBUTION COMPANY	
<b>Registration Number:</b>	4719792	PREDATOR	
<b>Registration Number:</b>	2816493	PREDATOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>			
<b>Phone:</b>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		

CH \$315.00 4746785

**Address Line 1:** Sidley Austin LLP  
**Address Line 2:** 2021 McKinney Ave., Suite 2000  
**Address Line 4:** Dallas, TEXAS 75201

**ATTORNEY DOCKET NUMBER:** 096939-30280

**NAME OF SUBMITTER:** Dusan Clark

**SIGNATURE:** /Dusan Clark/

**DATE SIGNED:** 12/23/2022

**Total Attachments: 8**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, made as of December 22, 2022 (as amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”), by Oak Paper Products Co., LLC, a California limited liability company (“*Grantor*”), in favor of Churchill Agency Services LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “*Grantee*”):

W I T N E S S E T H

WHEREAS, B2B Industrial Products LLC (“*B2B*”), American Machinery Works, LLC (“*AMW*”; AMW together with B2B, collectively, the “*Borrowers*”), B2B/AMW Acquisition Company, Inc. (“*Holdings*”), the Persons from time to time party thereto as Lenders and the Grantee are party to that certain Credit Agreement, dated as of October 7, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereto, the “*Credit Agreement*”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of October 7, 2020, by and among Grantee, the other Loan Parties from time to time party thereto, and Grantor (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guaranty and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “*Trademark Collateral*”), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

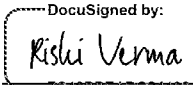
3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**Oak Paper Products Co., LLC, as Grantor**

By:  7C40BBEADC24403...  
Name: Rishi Verma  
Title: President

[Signature Page to Trademark Security Agreement]

Agreed and accepted as of  
the date first written above:

**CHURCHILL AGENCY SERVICES LLC**, as  
Agent

By: Mark Tamburello

Name: Mark Tamburello

Title: Managing Director

**SCHEDULE A**

Trademark Registrations

U.S. Trademarks:

<b>Grantor</b>	<b>Trademark</b>	<b>Trademark Registration Number</b>	<b>Trademark Registration Date</b>	<b>Trademark Application Number</b>	<b>Trademark Application Date</b>
OAK PAPER PRODUCTS, LLC	ACORN	4746785	Jun-02-2015	86/375708	Aug-25-2014
OAK PAPER PRODUCTS, LLC	ACORN EAST	5186234	Apr-18-2017	87/171186	Sep-14-2016
OAK PAPER PRODUCTS, LLC	ACORN EAST PAPER PRODUCTS COMPANY, LLC (and Design)	5118447	Jan-10-2017	87/036898	May-13-2016
OAK PAPER PRODUCTS, LLC	ACORN PAPER PRODUCTS COMPANY (and Design)	2108772	Oct-28-1997	75/161833	Sep-06-1996
OAK PAPER PRODUCTS, LLC	ACORN PAPER PRODUCTS COMPANY DIVISION OAK PAPER PRODUCTS CO. INC. (STYLIZED + DESIGN)	4911937	Mar-08-2016	86/375826	Aug-25-2014
OAK PAPER PRODUCTS, LLC	ACORN WEST (Stylized)	4911860	Mar-08-2016	86/287701	May-21-2014
OAK PAPER PRODUCTS, LLC	BOX PAPER SCISSORS	6114527	Jul-28-2020	88/411810	May-01-2019
OAK PAPER PRODUCTS, LLC	BOX PAPER SCISSORS and Design	6114528	Jul-28-2020	88/411817	May-01-2019

Grantor	Trademark	Trademark Registration Number	Trademark Registration Date	Trademark Application Number	Trademark Application Date
OAK PAPER PRODUCTS, LLC	OAK	4613996	Sep-30-2014	86/286359	May-20-2014
OAK PAPER PRODUCTS, LLC	OAK DISTRIBUTION COMPANY (and Design)	2167659	Jun-23-1998	75/312725	Jun-23-1997
OAK PAPER PRODUCTS, LLC	PREDATOR	4719792	Apr-14-2015	86/375678	Aug-25-2014
OAK PAPER PRODUCTS, LLC	PREDATOR (and Design)	2816493	Feb-24-2004	76/480123	Jan-06-2003

U.S. State Trademark:

Grantor	Trademark	Trademark Registration Number	Trademark Registration Date	Jurisdiction
OAK PAPER PRODUCTS, LLC	OAK DISTRIBUTION COMPANY (and Design)	48089	Jul-03-1997	California

Foreign Trademarks:

Grantor	Trademark	Trademark Registration Number	Trademark Registration Date	Trademark Application Number	Trademark Application Date	Jurisdiction
OAK PAPER PRODUCTS, LLC	ACORN	013753371	Sep-23-2015	013753371	Feb-18-2015	European Community
OAK PAPER PRODUCTS, LLC	ACORN	303310082	Nov-16-2015	303310082	Feb-18-2015	Hong Kong
OAK PAPER PRODUCTS, LLC	ACORN	UK00913753371	Sep-23-2015	013753371	Feb-18-2015	United Kingdom
OAK PAPER PRODUCTS, LLC	ACORN EAST (Stylized)	013477831	Jun-18-2015	013477831	Nov-20-2014	European Community



Grantor	Trademark	Trademark Registration Number	Trademark Registration Date	Trademark Application Number	Trademark Application Date	Jurisdiction
OAK PAPER PRODUCTS, LLC	ACORN EAST (Stylized)	UK00913477831	Jun-18-2015	013477831	Nov-20-2014	United Kingdom
OAK PAPER PRODUCTS, LLC	ACORN PAPER PRODUCTS COMPANY DIVISION OAK PAPER PRODUCTS CO. INC. (STYLIZED + DESIGN)	303310055	Nov-16-2015	303310055	Feb-18-2015	Hong Kong
OAK PAPER PRODUCTS, LLC	ACORN PAPER PRODUCTS COMPANY DIVISION OAK PAPER PRODUCTS CO. INC. (STYLIZED + DESIGN)	013753462	Sep-04-2015	013753462	Feb-18-2015	European Community
OAK PAPER PRODUCTS, LLC	ACORN PAPER PRODUCTS COMPANY DIVISION OAK PAPER PRODUCTS CO. INC. (STYLIZED + DESIGN)	UK00913753462	Sep-04-2015	013753462	Feb-18-2015	United Kingdom
OAK PAPER PRODUCTS, LLC	ACORN WEST (Stylized)	UK00913480637	Jun-18-2015	013480637	Nov-20-2014	United Kingdom
OAK PAPER PRODUCTS, LLC	ACORN WEST (Stylized)	013480637	Jun-18-2015	013480637	Nov-20-2014	European Community
OAK PAPER PRODUCTS, LLC	OAK	303160746	Oct-09-2014	303160746	Oct-09-2014	Hong Kong
OAK PAPER PRODUCTS, LLC	OAK	13315981	Feb-24-2015	13315981	Oct-01-2014	European Community

Grantor	Trademark	Trademark Registration Number	Trademark Registration Date	Trademark Application Number	Trademark Application Date	Jurisdiction
OAK PAPER PRODUCTS, LLC	OAK	UK00913315981	Feb-24-2015	13315981	Oct-01-2014	United Kingdom
OAK PAPER PRODUCTS, LLC	PREDATOR	013753397	Jun-17-2015	013753397	Feb-18-2015	European Community
OAK PAPER PRODUCTS, LLC	PREDATOR	303310064	Nov-16-2015	303310064	Feb-18-2015	Hong Kong
OAK PAPER PRODUCTS, LLC	PREDATOR	16411604	Apr-14-2016	16411604	Feb-25-2015	China
OAK PAPER PRODUCTS, LLC	PREDATOR	16411605	Apr-14-2016	16411605	Feb-25-2015	China
OAK PAPER PRODUCTS, LLC	PREDATOR	UK00913753397	Jun-17-2015	013753397	Feb-18-2015	United Kingdom
OAK PAPER PRODUCTS, LLC	USC AMD (AND DESIGN)	UK00913753488	Sep-24-2015	013753488	Feb-18-2015	United Kingdom
OAK PAPER PRODUCTS, LLC	USC AMD (AND DESIGN)	303310073	Nov-16-2015	303310073	Feb-18-2015	Hong Kong
OAK PAPER PRODUCTS, LLC	USC AMD (AND DESIGN)	013753488	Sep-24-2015	013753488	Feb-18-2015	European Community
OAK PAPER PRODUCTS, LLC	USC AMD (AND DESIGN)	16502439	Jun-28-2016	16502439	Mar-17-2015	China
OAK PAPER PRODUCTS, LLC	USC AMD (AND DESIGN)	16502440	Jul-07-2016	16502440	Mar-17-2015	China
OAK PAPER PRODUCTS, LLC	USC AMD (AND DESIGN)	16502441	Jul-07-2016	16502441	Mar-17-2015	China

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