

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764711

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nekoosa Coated Products, LLC		10/28/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	10 South Wacker Drive, 26th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Serial Number:	97349702	EZ-COLOR	
Serial Number:	97060797	POLYEFX	
Registration Number:	6625422	RTAPE	
Registration Number:	6654713	TRIFECTA	
Registration Number:	5363019	HI STAT	
Registration Number:	5363020	CLEAR-AD	
Registration Number:	5284795	TRANS-AD	
Registration Number:	5515704	WALL GRAPHICS	
Registration Number:	5284800	MOJAVE DIGITAL MEDIA	
Registration Number:	5381975	LUMAPRINT	
Registration Number:	5092970	VIRTUWALL	
Registration Number:	4825285	OPTI-CLING	
Registration Number:	4671901	POLIPRINT	
Registration Number:	4277530	GLOW EFX	
Registration Number:	4208587	THERMATAAC	
Registration Number:	4068298	CHALKTALK	
Registration Number:	3314823	VERSALINER	
Registration Number:	3358350	DIGIMASK	
Registration Number:	3337725	VINYLEFX	

OP \$715.00 97349702

Property Type	Number	Word Mark
Registration Number:	3171441	CLINGZ
Registration Number:	3184251	CLARITEX
Registration Number:	2719326	CLEAR CHOICE
Registration Number:	2600074	RLA
Registration Number:	2450427	SIGN-AD
Registration Number:	2229481	WALK-ON GRAPHICS
Registration Number:	1743930	XERO/FORM
Registration Number:	4214333	HOTMASK
Registration Number:	4145287	THERMANENT

CORRESPONDENCE DATA

Fax Number:

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.

Email: trademarks@mcguirewoods.com

Correspondent Name: Christel Harlacher c/o McGuireWoods LLP

Address Line 1: 800 East Canal Street

Address Line 4: Richmond, VIRGINIA 23219

NAME OF SUBMITTER:	Christel E. Harlacher
SIGNATURE:	/Christel E. Harlacher/
DATE SIGNED:	10/31/2022

Total Attachments: 12

source=Appvion II - Trademark Security Agreement (Nekoosa LLC)#page1.tif
source=Appvion II - Trademark Security Agreement (Nekoosa LLC)#page2.tif
source=Appvion II - Trademark Security Agreement (Nekoosa LLC)#page3.tif
source=Appvion II - Trademark Security Agreement (Nekoosa LLC)#page4.tif
source=Appvion II - Trademark Security Agreement (Nekoosa LLC)#page5.tif
source=Appvion II - Trademark Security Agreement (Nekoosa LLC)#page6.tif
source=Appvion II - Trademark Security Agreement (Nekoosa LLC)#page7.tif
source=Appvion II - Trademark Security Agreement (Nekoosa LLC)#page8.tif
source=Appvion II - Trademark Security Agreement (Nekoosa LLC)#page9.tif
source=Appvion II - Trademark Security Agreement (Nekoosa LLC)#page10.tif
source=Appvion II - Trademark Security Agreement (Nekoosa LLC)#page11.tif
source=Appvion II - Trademark Security Agreement (Nekoosa LLC)#page12.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 28th day of October, 2022, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 3, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among APPVION, LLC (formerly WC APV Opco, LLC), a Delaware limited liability company (“Company”) (Company and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof (each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of December 3, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

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

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses constituting "Collateral" (as defined in the Guaranty and Security Agreement) to which it is a party, including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided that the Trademark Collateral shall not include any United States 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; provided, that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and

all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

NEKOOSA COATED PRODUCTS, LLC, a
Delaware limited liability company

By: 

Name: Brian Riordan

Title: Authorized Signatory

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: _____

Name: Ryan Soch

Title: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

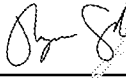
NEKOOSA COATED PRODUCTS, LLC, a
Delaware limited liability company

By: _____
Name: Brian Riordan
Title: Authorized Signatory

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By:  _____
Name: Ryan Soch
Title: Authorized Signatory




Digitally signed
by Ryan Soch
Date: 2022.10.27
16:24:10 -0500

SCHEDULE I
to
Trademark Security Agreement




Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Nekoosa Coated Products, LLC	United States	EZ-COLOR	97349702	4/6/2022
Nekoosa Coated Products, LLC	United States	POLYEFX	97060797	10/5/2021
Nekoosa Coated Products, LLC	United States	RTAPE	6625422	1/25/2022
Nekoosa Coated Products, LLC	United States	TRIFECTA	6654713	2/22/2022
Nekoosa Coated Products, LLC	United States	HI STAT	5363019	12/26/2017
Nekoosa Coated Products, LLC	United States	CLEAR-AD	5363020	12/26/2017
Nekoosa Coated Products, LLC	United States	TRANS-AD	5284795	9/12/2017
Nekoosa Coated Products, LLC	United States	WALL GRAPHICS	5515704	7/10/2018
Nekoosa Coated Products, LLC	United States	MOJAVE DIGITAL MEDIA	5284800	9/12/2017
Nekoosa Coated Products, LLC	United States	LUMAPRINT	5381975	1/16/2018
Nekoosa Coated Products, LLC	United States	VIRTUWALL	5092970	11/29/2016
Nekoosa Coated Products, LLC	United States	OPTI-CLING	4825285	10/6/2015
Nekoosa Coated Products, LLC	United States	POLIPRINT	4671901	1/13/2015
Nekoosa Coated Products, LLC	United States	GLOW EFX	4277530	1/15/2013
Nekoosa Coated Products, LLC	United States	THERMATAC	4208587	9/18/2012

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Nekoosa Coated Products, LLC	United States	CHALKTALK	4068298	12/6/2011
Nekoosa Coated Products, LLC	United States	VERSALINER	3314823	10/16/2007
Nekoosa Coated Products, LLC	United States	DIGIMASK	3358350	12/25/2007
Nekoosa Coated Products, LLC	United States	VINYLEFX	3337725	11/20/2007
Nekoosa Coated Products, LLC	United States	CLINGZ	3171441	11/14/2006
Nekoosa Coated Products, LLC	United States	CLARITEX	3184251	12/12/2006
Nekoosa Coated Products, LLC	United States	CLEAR CHOICE	2719326	5/27/2003
Nekoosa Coated Products, LLC	United States	RLA	2600074	7/30/2002
Nekoosa Coated Products, LLC	United States	SIGN-AD	2450427	5/15/2001
Nekoosa Coated Products, LLC	United States	WALK-ON GRAPHICS	2229481	3/2/1999
Nekoosa Coated Products, LLC	United States	XERO/FORM	1743930	12/29/1992
Nekoosa Coated Products, LLC	United States	HOTMASK	4214333	9/25/2012
Nekoosa Coated Products, LLC	United States	THERMANENT	4145287	5/22/2012
Nekoosa Coated Products, LLC	Canada	VirtuWall	TMA1055754	9/23/2019
Nekoosa Coated Products, LLC	Canada	PERFORM	TMA720060	7/31/2008
Nekoosa Coated Products, LLC	Canada	CLINGZ Design 	TMA827615	7/6/2012
Nekoosa Coated Products, LLC	Canada	XERO/FORM	TMA428904	6/17/1994

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Nekoosa Coated Products, LLC	Argentina	RTAPE	3253945	1/12/2022
Nekoosa Coated Products, LLC	Argentina		2396294	N/A
Nekoosa Coated Products, LLC	Argentina		2396294	N/A
Nekoosa Coated Products, LLC	Austria	XERO/FORM	155832	12/16/1994
Nekoosa Coated Products, LLC	Bangladesh	RTAPE	273835	3/10/2022
Nekoosa Coated Products, LLC	Bangladesh	RTAPE	273836	3/10/2022
Nekoosa Coated Products, LLC	Benelux	XERO/FORM	563065	9/1/1995
Nekoosa Coated Products, LLC	France	XERO FORM	94 542576	10/28/1994
Nekoosa Coated Products, LLC	Germany	XERO/FORM	2906200	5/10/1995
Nekoosa Coated Products, LLC	Portugal	XERO/FORM	304896	10/10/1995
Nekoosa Coated Products, LLC	Switzerland	XERO FORM	2P-425213	5/10/1996
Nekoosa Coated Products, LLC	United Kingdom	ROCK-IT RHINESTONE STENCIL FLOCK and Design 	UK00912421558	4/24/2014
Nekoosa Coated Products, LLC	United Kingdom	DIGIMASK	UK00905585294	11/9/2007
Nekoosa Coated Products, LLC	United Kingdom	DIGIKIT	UK00905585261	3/13/2008

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Nekoosa Coated Products, LLC	United Kingdom	VINYLEFX	UK00905585393	11/9/2007
Nekoosa Coated Products, LLC	United Kingdom	DIAMOND PLATE	UK00905136593	10/18/2007
Nekoosa Coated Products, LLC	United Kingdom	CLARITEX	UK00904040515	6/27/2006
Nekoosa Coated Products, LLC	United Kingdom	R TAPE	UK00903849726	9/2/2005
Nekoosa Coated Products, LLC	United Kingdom	R TAPE and Design 	UK00903849718	9/2/2005
Nekoosa Coated Products, LLC	United Kingdom	SAFE-GLO	UK00903825155	9/2/2005
Nekoosa Coated Products, LLC	United Kingdom	SPARKLE-GLO	UK00903825205	9/2/2005
Nekoosa Coated Products, LLC	United Kingdom	DIFFRACTO-LITE	UK00903825239	9/2/2005
Nekoosa Coated Products, LLC	United Kingdom	RODYNE	UK00903825213	9/2/2005
Nekoosa Coated Products, LLC	United Kingdom	CGF COBURN GRAPHIC FILMS, INC. and Design 	UK00903829314	9/2/2005
Nekoosa Coated Products, LLC	United Kingdom	MULTI-LENS (Stylized) 	UK00903823259	9/5/2005
Nekoosa Coated Products, LLC	United Kingdom	TMP	UK00903826245	9/6/2005
Nekoosa Coated Products, LLC	United Kingdom	SPARKLE-BRITE	UK00903826328	9/2/2005
Nekoosa Coated Products, LLC	United Kingdom	PERFORM	UK00902419265	12/19/2002
Nekoosa Coated Products, LLC	United Kingdom	R-TAPE CONFORM	UK00901863711	3/6/2002

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Nekoosa Coated Products, LLC	United Kingdom	RLA	UK00901864081	6/5/2002
Nekoosa Coated Products, LLC	European Union (EUIPO)	ROCK-IT RHINESTONE STENCIL FLOCK and Design 	12421558	4/24/2014
Nekoosa Coated Products, LLC	European Union (EUIPO)	DIGIKIT	5585261	3/13/2008
Nekoosa Coated Products, LLC	European Union (EUIPO)	DIGIMASK	5585294	11/9/2007
Nekoosa Coated Products, LLC	European Union (EUIPO)	VINYLEFX	5585393	11/9/2007
Nekoosa Coated Products, LLC	European Union (EUIPO)	DIAMOND PLATE	5136593	10/18/2007
Nekoosa Coated Products, LLC	European Union (EUIPO)	CLARITEX	4040515	6/27/2006
Nekoosa Coated Products, LLC	European Union (EUIPO)	R TAPE and Design 	3849718	9/2/2005
Nekoosa Coated Products, LLC	European Union (EUIPO)	R TAPE	3849726	9/2/2005
Nekoosa Coated Products, LLC	European Union (EUIPO)	SAFE-GLO	3825155	9/2/2005
Nekoosa Coated Products, LLC	European Union (EUIPO)	RODYNE	3825213	9/2/2005
Nekoosa Coated Products, LLC	European Union (EUIPO)	SPARKLE-GLO	3825205	9/2/2005
Nekoosa Coated Products, LLC	European Union (EUIPO)	DIFRACTO-LITE	3825239	9/2/2005
Nekoosa Coated Products, LLC	European Union (EUIPO)	CGF COBURN GRAPHIC FILMS, INC. and Design 	3829314	9/2/2005

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Nekoosa Coated Products, LLC	European Union (EUIPO)	MULTI-LENS (Stylized) MULTI-LENS	3823259	9/5/2005
Nekoosa Coated Products, LLC	European Union (EUIPO)	TMP	3826245	9/6/2005
Nekoosa Coated Products, LLC	European Union (EUIPO)	SPARKLE-BRITE	3826328	9/2/2005
Nekoosa Coated Products, LLC	European Union (EUIPO)	RLA	1864081	6/5/2002
Nekoosa Coated Products, LLC	European Union (EUIPO)	R-TAPE CONFORM	1863711	3/6/2002
Nekoosa Coated Products, LLC	Australia	XERO/FORM	642598	10/6/1994
Nekoosa Coated Products, LLC	New Zealand	XERO/FORM	241934	6/17/1997
Nekoosa Coated Products, LLC	International Register (European Union, United Kingdom)	LUMAPRINT	1360563	11/22/2016
Nekoosa Coated Products, LLC	European Union Trademark (WIPO)	LUMAPRINT	IR 1360563	11/22/2016
Nekoosa Coated Products, LLC	United Kingdom (WIPO)	LUMAPRINT	UK00801360563	9/7/2018
Nekoosa Coated Products, LLC	International Register (European Union, Mexico, United Kingdom)	VirtuWall	1296335	3/23/2016
Nekoosa Coated Products, LLC	European Union Trademark (WIPO)	VirtuWall	IR 1296335	3/23/2016
Nekoosa Coated Products, LLC	Italy	XERO/FORM	1609544	10/8/2014
Nekoosa Coated Products, LLC	Mexico (WIPO)	VirtuWall	MX 1752771	5/11/2017
Nekoosa Coated Products, LLC	United Kingdom (WIPO)	VirtuWall	UK00801296335	9/30/2016
Nekoosa Coated Products, LLC	International Register (Japan)	CHALKTALK	1082614	5/31/2011

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Nekoosa Coated Products, LLC	Japan (WIPO)	CHALKTALK	IR 1082614	1/26/2012
Nekoosa Coated Products, LLC	U.S. State: Wisconsin	CATALINA GRAPHICS	20220086146	2/4/2022
Nekoosa Coated Products, LLC	U.S. State: Wisconsin	CET FILMS	20220086149	2/4/2022
Nekoosa Coated Products, LLC	U.S. State: Wisconsin	RTAPE	20220086150	2/4/2022

Trademark Licenses

1. Trademark License Agreement, dated as of June 30, 1979, by and between Lenthéric, Inc. and NCR Corporation.