

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM789179

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kruger Kamloops Pulp L.P.		02/01/2023	limited partnership of Province of Quebec: CANADA
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia		
Street Address:	40 Temperance Street		
Internal Address:	6th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H 0B4		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4494793	TRUFLEX	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<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:	314-552-6077		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Shoko Naruo		
Address Line 1:	Thompson Coburn LLP		
Address Line 2:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	57719-219085		
NAME OF SUBMITTER:	Shoko Naruo		
SIGNATURE:	/Shoko Naruo/		
DATE SIGNED:	02/23/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 1, 2023, is made by KRUGER KAMLOOPS PULP L.P., a limited partnership formed under the laws of the Province of Quebec (the "Granting Party"), in favour of THE BANK OF NOVA SCOTIA, a Canadian chartered bank, as administrative agent (hereinafter called the "Agent") for the Finance Parties (as defined in that certain credit agreement dated as of May 27, 2022 among the Granting Party, Kruger Kamloops Pulp GP Inc. and any other subsidiary of the Granting Party that has become or will become a "Borrower" thereto, (each a "Borrower" and together, the "Borrowers"), the Agent and the lenders from time to time party thereto (the "Lenders") as may be further amended, modified, extended, renewed or restated (the "Credit Agreement")).

PRELIMINARY STATEMENT:

WHEREAS, the Granting Party and the Agent are parties to that certain General Security Agreement, dated as of June 1, 2022 (as the same may be amended, modified, supplemented or replaced from time to time, the "Security Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Security Agreement, including, without limitation, capitalized terms incorporated by reference into the Security Agreement); and

WHEREAS, in furtherance of the obligations of the Granting Party under the Security Agreement and in order to record the security interest in certain intellectual property of the Granting Party granted to the Agent for the ratable benefit of the Finance Parties, the Agent has required the Granting Party to execute and deliver this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Granting Party hereby agrees with the Agent as follows:

SECTION 1. Grant of Security Interest. As general, continuing and collateral security for the payment and performance of the Secured Obligations (as defined in the Credit Agreement), the Granting Party hereby grants to the Agent, for and on behalf of and for the benefit of itself and each of the Finance Parties, a continuing security interest in and continuing lien on its entire right, title and interest, whether now held, owned or existing or hereafter acquired or arising, in, to and under all United States and Canadian registered and unregistered trade names, trademarks, service marks, domain names and other Internet addresses or identifiers, trade dress, corporate names and similar rights thereto, including any registrations for and applications (excluding U.S. intent to use applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registerability of such applications or the validity or enforceability of registrations issuing from such applications) to register any of the foregoing, including, without limitation, all registrations and applications for any of the foregoing, all renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing (including, without

limitation, license royalties, income, payments, claims, damages, and proceeds of suit) (collectively, "Trademarks"), and those Trademarks listed on Exhibit A attached hereto and incorporated herein by this reference.

SECTION 2. Governing Document. This Agreement is made pursuant to and subject to the terms of the Security Agreement. In the case of a conflict or inconsistency between any provision of this Agreement and any provision of the Security Agreement, the provisions of the Security Agreement shall control and govern.

SECTION 3. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE PROVINCE OF BRITISH COLUMBIA AS MORE FULLY SET FORTH IN SECTION 8.4 OF THE SECURITY AGREEMENT (WHICH SECTION 8.4 IS INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS, AS THOUGH FULLY SET FORTH HEREIN).

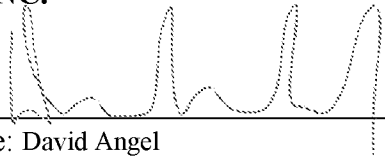
SECTION 4. Counterpart Execution; Electronic Delivery. This Agreement may be executed in any number of counterparts, all of which shall be deemed to be an original and such counterparts taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic means shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering an executed counterpart hereof by telefacsimile or other electronic means shall also deliver a manually executed counterpart but the failure to do so shall not affect the validity, enforceability or binding effect hereof.

[Remainder of the page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the Granting Party has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTING PARTY:

**KRUGER KAMLOOPS PULP L.P., by its
general partner, KRUGER KAMLOOPS PULP
GP INC.**

By: 
Name: David Angel
Title: Executive Vice President and
Chief Financial Officer

By: _____
Name:
Title:

Accepted by and agreed to as of the date
first written above:

AGENT:

THE BANK OF NOVA SCOTIA,
as Agent

By: 
Name: Jim Beninger
Title: Managing Director & Head

By: 
Name: Venita Ramjattan
Title: Associate

EXHIBIT A
TRADEMARKS

Registrations:

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	OWNER
Truflex	4,494,793	March 11, 2014	KRUGER KAMLOOPS PULP L.P.

TRADEMARK SECURITY AGREEMENT
(KRUGER KAMLOOPS PULP, L.P.)
EXHIBIT A

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