

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800361

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated IP Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Glatfelter Corporation		03/30/2023	Corporation: PENNSYLVANIA
PHG Tea Leaves, Inc.		03/30/2023	Corporation: DELAWARE
Mollanvick, Inc.		03/30/2023	Corporation: DELAWARE
Glatfelter Composite Fibers NA, Inc.		03/30/2023	Corporation: DELAWARE
Glatfelter Digital Solutions, LLC		03/30/2023	Limited Liability Company: DELAWARE
Glatfelter Holdings, LLC		03/30/2023	Limited Liability Company: DELAWARE
Glatfelter Mt. Holly LLC		03/30/2023	Limited Liability Company: DELAWARE
Glatfelter Advanced Materials N.A., LLC		03/30/2023	Limited Liability Company: DELAWARE
Glatfelter Twig America, Inc.		03/30/2023	Corporation: DELAWARE
Glatfelter Sontara America, Inc.		03/30/2023	Corporation: DELAWARE
Glatfelter Sontara Old Hickory, Inc.		03/30/2023	Corporation: DELAWARE
Glatfelter Industries Asheville, Inc.		03/30/2023	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	87340367	ENHANCING EVERYDAY LIFE	
Serial Number:	85074606	GEPATAC	
Serial Number:	78741058	BEYOND PAPER	

CH \$265.00 87340367

Property Type	Number	Word Mark
Serial Number:	78610795	G
Serial Number:	76323577	BEYOND PAPER
Serial Number:	76323532	GLATFELTER
Serial Number:	76323530	GLATFELTER
Serial Number:	76323529	GLATFELTER
Serial Number:	76323528	G
Serial Number:	76323525	G

CORRESPONDENCE DATA

Fax Number: 4125621041
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.
Phone: 4125621637
Email: vicki.cremonese@bipc.com
Correspondent Name: Michael L. Dever
Address Line 1: Suite 200
Address Line 2: 501 Grant Street
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0011046-301502
NAME OF SUBMITTER:	Michael L. Dever
SIGNATURE:	/Michael L. Dever/
DATE SIGNED:	04/04/2023

Total Attachments: 21
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AMENDED AND RESTATED IP SECURITY AGREEMENT

This AMENDED AND RESTATED IP SECURITY AGREEMENT (as amended, restated, supplemented or modified from time to time, this "**Agreement**"), dated as of March 30, 2023, is entered into by and among EACH OF THE PERSONS LISTED ON THE SIGNATURE PAGES HERETO AS PLEDGORS AND EACH OF THE OTHER PERSONS WHICH BECOME PLEDGORS HEREUNDER FROM TIME TO TIME (each a "**Pledgor**" and collectively, the "**Pledgors**") and PNC BANK, NATIONAL ASSOCIATION, as administrative agent and collateral agent for the Lenders referred to below (in such capacity, the "**Administrative Agent**"), for the benefit of the Administrative Agent, the Lenders, the Issuing Lender, the providers of Lender Provided Hedges and the providers of Other Lender-Provided Financial Service Products (the "**Secured Parties**").

WHEREAS, pursuant to that certain Fourth Amended and Restated Credit Agreement, dated as of September 2, 2021, as amended by that certain First Amendment to Fourth Amended and Restated Credit Agreement, dated as of May 9, 2022, and as further amended by that certain Second Amendment to Fourth Amended and Restated Credit Agreement, dated as of the date hereof (as further amended, restated, modified or supplemented from time to time, the "**Credit Agreement**"), by and among GLATFELTER CORPORATION, a Pennsylvania corporation (the "**Company**"), AND CERTAIN OF THE COMPANY'S SUBSIDIARIES IDENTIFIED IN THE CREDIT AGREEMENT AS BORROWERS (each a "**Borrower**" and collectively, the "**Borrowers**"), the GUARANTORS from time to time party thereto (the "**Guarantors**"), the LENDERS from time to time party thereto (the "**Lenders**"), and the Administrative Agent, the Lenders have agreed to provide certain loans and other financial accommodations to the Borrowers;

WHEREAS, the obligation of the Lenders to continue to make loans under the Credit Agreement is subject to the condition, among others, that the Pledgors have agreed, among other things, to grant a security interest to the Administrative Agent and the other Secured Parties in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein: (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement or the Security Agreement, as applicable; and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the State of New York, as amended from time to time (the "**UCC**").

(b) "**Excluded Property**" has the meaning given to it in the Security Agreement.

(c) "**Patents, Trademarks and Copyrights**" shall mean and include all of the following: all (i) patent applications, patents, patentable inventions, and certificates of invention ("**Patents**"); (ii) trade names, trademark applications, trademarks, and service marks ("**Trademarks**"); and (iii) copyrights and works of authorship, whether registered or unregistered and whether the underlying works of authorship are published or unpublished ("**Copyrights**"), including, without limitation, those listed on Schedule A hereto, including, in each case, (a) all licenses or other agreements granting rights to any Person in any of the foregoing ("**IP Licenses**"), (b) all proceeds of any of the foregoing (such as, by way of example, license royalties and proceeds of infringement suits), (c) the right to sue for past, present and future infringements or other violations of any of the foregoing, (d) all rights corresponding thereto throughout the world, and (e) all registrations, recordings and applications for registration of any of the foregoing and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the Patents, Trademarks and Copyrights relate provided, that, notwithstanding anything to the contrary in this Agreement and the other Loan Documents, "Patents, Trademarks and Copyrights" for all purposes under this Agreement shall exclude any Excluded Property; provided further, that, if any Excluded Property would have otherwise constituted "Patents, Trademarks and Copyrights" when such property shall cease to be Excluded Property, such property shall be deemed at all times from and after the date on which such property shall cease to be Excluded Property to constitute "Patents, Trademarks and Copyrights".

(d) "**Secured Obligations**" has the meaning given to the term "Obligations" in the Credit Agreement. Notwithstanding anything to the contrary contained herein, Secured Obligations shall specifically exclude any and all liabilities to other Persons under any other Interest Rate, Currency or Commodity Hedge specifically excluded from the definition of "Obligations" in the Credit Agreement or any other Excluded Hedge Liabilities.

(e) "**Security Agreement**" shall mean that certain Amended and Restated Security Agreement dated as of the date hereof among the Debtors (as defined therein) party thereto and the Administrative Agent, as may be amended, restated, supplemented or modified from time to time.

2. As security for the due and punctual payment and performance of the Secured Obligations in full, each Pledgor hereby agrees that the Administrative Agent and the other Secured Parties shall have, and each Pledgor hereby grants to and creates in favor of the Administrative Agent for the benefit of itself and the other Secured Parties, a continuing lien on and security interest under the UCC in and to such Pledgor's right, title and interest in and to all of its Patents, Trademarks and Copyrights (collectively, other than, for the avoidance of doubt, any Excluded Property, the "**Patents, Trademarks and Copyrights Collateral**"), subject only to Permitted Liens. Notwithstanding anything to the contrary herein, the priority of the liens hereunder and Permitted Liens securing the European Loan shall at all times be subject to the terms and conditions of the Intercreditor Agreements.

3. Each Pledgor jointly and severally represents and warrants, and covenants that:

(a) the representations and warranties set forth in Section 5 [REPRESENTATIONS AND WARRANTIES] of the Credit Agreement solely as they relate to the Pledgors and to this

Agreement, each of which is hereby incorporated herein by reference, are true and correct in all material respects as of the date hereof (other than those representations and warranties that are expressly qualified by materiality or Material Adverse Change, in which case such representations and warranties shall be true and correct in all respects), except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall have been true and correct in all material respects (or, in the case of any representations and warranties qualified by materiality or Material Adverse Change, in all respects) as of such earlier date), and the Administrative Agent and the Secured Parties shall be entitled to rely on each of them as if they were fully set forth herein, provided that each reference in each such representation and warranty to the Loan Parties' knowledge shall, for the purposes of this Section 3(a), be deemed to be a reference to the Pledgor's knowledge.

(b) Schedule A sets forth, as of the Second Amendment Closing Date, a true and complete list, in all material respects, of all (i) Patents owned by such Pledgor that have been issued by or applied for with the United States Patent and Trademark Office, (ii) Trademarks owned by such Pledgor that have been registered with the United States Patent and Trademark Office and Trademarks for which United States registration applications are pending, (iii) Copyrights owned by such Pledgor that have been registered with the United States Copyright Office, and (iv) exclusive IP Licenses to registered United States Copyrights owned by third parties under which such Pledgor is a licensee, in each case, specifying the name of the registered owner, title, registration or application number, registration date (if already registered) or filing date, and, if applicable, the licensee, licensor, title and date of the IP License. Each of the registered and applied-for Patents, Trademarks and Copyrights listed on Schedule A is owned of record in the name of the applicable Pledgor subsisting, unexpired, and, to the knowledge of the applicable Pledgor, has not been adjudged invalid or unenforceable, in whole or in part;

(c) [Reserved];

(d) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each item of owned Patents, Trademarks and Copyrights Collateral, free and clear of any liens, charges and encumbrances, except for Permitted Liens, including pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;

(e) [Reserved];

(f) [Reserved];

(g) [Reserved];

(h) such Pledgor has given, and will continue to give for the duration of this Agreement where commercially reasonable and in all cases consistent with such Pledgor's notice given prior to this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Section 11 hereof;

(i) [Reserved];

(j) [Reserved]; and

(k) In accordance with Section 7.1.14 [Further Assurances] of the Credit Agreement, such Pledgor shall at any time and from time to time take such steps as the Administrative Agent may reasonably request as are necessary for the Administrative Agent to insure the continued perfection of the Administrative Agent's and the other Secured Parties' security interest in the Patents, Trademarks and Copyrights Collateral with the same priority required hereby and the preservation of its rights therein.

4. Each of the obligations and additional liabilities of each and every Pledgor under this Agreement are joint and several with the obligations of the other Pledgors, and each Pledgor hereby waives to the fullest extent permitted by Law any defense it may otherwise have to the payment and performance of the Obligations that its liability hereunder is limited and not joint and several. Each Pledgor acknowledges and agrees that the foregoing waiver serves as a material inducement to the agreement of the Administrative Agent and the Lenders to make the Loans, and that the Secured Parties are relying on such waiver in entering into this Agreement. The undertakings of each Pledgor hereunder secure the obligations of the Borrowers, itself and the other Pledgors. The Secured Parties, or any of them, may, in their sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Secured Parties, or any of them, shall not be a defense to any action the Secured Parties, or any of them, may elect to take against any Pledgor. Each of the Lenders, the Administrative Agent, and the other Secured Parties hereby reserves all rights against each Pledgor.

5. Each Pledgor agrees that, until payment in full of the Loans, Reimbursement Obligations and Letter of Credit Borrowings, and interest thereon, expiration or termination of all Letters of Credit, satisfaction of all of the Loan Parties' other Obligations (other than non-assessed contingent reimbursement obligations) under the Loan Documents and termination of the Commitments ("**Payment In Full**"), unless otherwise permitted by the Credit Agreement, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Administrative Agent's prior written consent, which shall not be unreasonably withheld, delayed or conditioned, except such Pledgor may license any Patent, Trademark or Copyright in the ordinary course of business without the Administrative Agent's consent.

6. Prior to Payment In Full, if any Pledgor shall own or acquire an interest in any new Patents, Trademarks and Copyrights Collateral, other than Excluded Property, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall, to the extent such Patents, Trademarks and Copyrights Collateral consists of issued or applied for United States Patents, registered or applied for United States Trademarks, registered United States Copyrights, or new exclusive IP Licenses to United States Copyrights under which such Pledgor is the licensee, give to the Administrative Agent notice thereof in writing within ninety (90) days of such acquisition (except with respect to any United States Copyrights or exclusive IP Licenses to United States Copyrights owned by third parties under which such Pledgor is the licensee, in which case such notice period shall be thirty (30) days). Each Pledgor and the Administrative Agent, for the benefit of the Secured Parties, agree to modify this Agreement by

amending Schedule A to include any such future Patents, Trademarks, and Copyrights Collateral and the provisions of this Agreement shall apply thereto.

7. The Administrative Agent shall have, in addition to all other rights and remedies given to it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the UCC or other applicable Law as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights Collateral may be located, and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgors, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Administrative Agent shall designate by notice to the Pledgors, the whole or from time to time any part of the owned Patents, Trademarks and Copyrights Collateral (other than any Excluded Property), or any interest which any Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of such owned Patents, Trademarks and Copyrights Collateral all expenses (including reasonable fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds as set forth in Section 8.2.5 [Application of Proceeds] of the Credit Agreement. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to Pledgors. Notice of any sale or other disposition of the owned Patents, Trademarks and Copyrights Collateral shall be given to Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the owned Patents, Trademarks and Copyrights Collateral is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Administrative Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the owned Patents, Trademarks and Copyrights Collateral sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released. Nothing in this Agreement waives any duty of the Administrative Agent or any right of Pledgor which cannot be waived under Section 9-602 of the UCC or other mandatory provisions of applicable Law which cannot be waived.

8. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent (solely during the continuance of any Event of Default), as the Administrative Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the owned Patents, Trademarks and Copyrights Collateral (other than, for the avoidance of doubt, any Excluded Property), or to grant or issue, on commercially reasonable terms, subject to the rights of third parties, any exclusive or nonexclusive license or sublicense under such owned Patents, Trademarks and Copyrights Collateral to any third person, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of such owned Patents, Trademarks and Copyrights Collateral to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. Such attorney shall have the right, but not the obligation, pursuant to this Section 8 to maintain and protect the owned Patents, Trademarks and Copyrights Collateral and the right to sue for past, present or future infringement, misappropriation or other violation

thereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement (but may only be exercised upon the occurrence and during the continuance of an Event of Default).

9. (a) The pledge, security interests and other Liens and the obligations of each Pledgor hereunder and this Agreement shall terminate upon the date of Payment In Full.

(b) In accordance with the terms of the Credit Agreement, the Administrative Agent is hereby authorized to release, and shall so release, any Patents, Trademarks and Copyrights Collateral sold, transferred or otherwise disposed of in a sale or other disposition or transfer permitted under the Credit Agreement, including Section 7.2.7 [Dispositions of Assets or Subsidiaries] or Section 7.2.6 [Liquidations, Mergers, Consolidations, Acquisitions].

(c) A Pledgor shall be released from its obligations hereunder and the security interests in the Patents, Trademarks and Copyrights Collateral of such Pledgor shall be released upon the consummation of any transaction or series of transactions permitted by the Credit Agreement as a result of which such Pledgor will cease or ceases to be a Loan Party.

(d) In connection with any termination or release pursuant to clauses (a) through (c) above, the Administrative Agent shall thereupon promptly at the Pledgors' sole cost and expense (i) execute and deliver to the applicable Pledgor, and make any filing of, all deeds, assignments and other instruments as may be necessary or proper to re-vest in such Pledgor full title, right and interest in and to the Patents, Trademarks and Copyrights Collateral, subject to any disposition thereof which has been made by the Administrative Agent in accordance with the terms hereof, or as such Pledgor shall reasonably request to evidence such termination or release (including, without limitation, making any filings (such as filings of Uniform Commercial Code termination statements or releases in the United States Patent and Trademark Office or United States Copyright Office), (ii) return to such Pledgor all documents related to the Patents, Trademarks and Copyrights Collateral delivered by such Pledgor or obtained by the Administrative Agent hereunder as may then be in the Administrative Agent's possession or control, subject to the rights of third parties, and (iii) take any other action reasonably requested by such Pledgor to effectuate or evidence such termination or release.

10. Any and all reasonable and out-of-pocket fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses, incurred by the Administrative Agent in connection with the preparation of this Agreement and all other documents relating hereto, the filing or recording of any documents (including all taxes in connection therewith) in public offices related to the Patents, Trademarks and Copyrights Collateral, the payment or discharge of any taxes or maintenance fees related to the Patents, Trademarks and Copyrights Collateral, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights Collateral, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights Collateral, shall be borne and paid by the Pledgors in accordance with, and to the extent provided for in, Section 10.3 [Expenses; Indemnity; Damage Waiver] of the Credit Agreement.

11. Except to the extent not material to its business, each Pledgor shall have the duty to prosecute diligently any Copyright, Patent and Trademark applications included in the Patents,

Trademarks and Copyrights Collateral pending as of the date of this Agreement if commercially reasonable (in the reasonable judgment of such Pledgor) to do so or thereafter until Payment In Full, to make an application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in Copyright, Patent and Trademark applications and registrations included in the Patents, Trademarks and Copyrights Collateral, including the payment of all renewal, maintenance and other fees and taxes required to maintain all such applications and registrations (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so). Any expenses incurred in connection with such an application shall be borne by the Pledgors. Except to the extent not material to its business, in the reasonable judgment of such Pledgor, or as otherwise permitted by the Credit Agreement, no Pledgor shall abandon any owned Patents, Trademarks and Copyrights Collateral, without the consent of the Administrative Agent, which shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, none of this Section 11 shall apply to any Excluded Property.

12. Each Pledgor shall have the right, to bring suit, action or other proceeding in its own name, and to join the Administrative Agent, if necessary, with the consent of the Administrative Agent, which shall not be unreasonably withheld, delayed or conditioned, as a party to such suit so long as the Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights Collateral, including any IP Licenses included therein. Each Pledgor shall in accordance with Section 10.3 [Expenses; Indemnity; Damage Waiver] of the Credit Agreement, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Administrative Agent as a result of such suit or joinder by such Pledgor.

13. No course of dealing between any Pledgor and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, remedy, power or privilege of the Administrative Agent hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default.

14. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights Collateral, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and not exclusive of any rights or remedies which it may otherwise have under the other Loan Documents, under the Lender Provided Hedges or any Other Lender-Provided Financial Service Products or by Law, and the Administrative Agent may enforce any one or more remedies hereunder successively or concurrently at its option.

15. (a) It is the intention of the parties that this Agreement be enforceable to the fullest extent permissible under applicable Law, but that the unenforceability (or modification to conform to such Law) of any provision or provisions hereof shall not render unenforceable, or impair, the remainder hereof. If any provision in this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, be deemed amended to modify or delete, as necessary, the offending provision or

provisions and to alter the bounds thereof in order to render it or them valid and enforceable to the maximum extent permitted by applicable Law, without in any manner affecting the validity or enforceability of such provision or provisions in any other jurisdiction or the remaining provisions hereof in any jurisdiction without invalidating the remaining provisions hereof.

(b) [Reserved].

(c) Notwithstanding anything to the contrary in this Section or elsewhere in this Agreement, this Agreement shall be presumptively valid and enforceable to its full extent in accordance with its terms, as if this Section (and references elsewhere in this Agreement to enforceability to the fullest extent permitted by Law) were not a part of this Agreement, and in any related litigation, the burden of proof shall be on the party asserting the invalidity or unenforceability of any provision hereof or asserting any limitation on any Pledgor's obligations hereunder as to each element of such assertion.

16. This Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to a grant of a security interest in the Patents, Trademarks and Copyrights Collateral by any Pledgor. This Agreement is subject to waiver, modification, supplement or amendment only by a writing signed by the parties, except as provided in Section 6 and Section 27 hereof with respect to additions and supplements to Schedule A hereto.

17. Each Pledgor hereby agrees to be bound by the provisions of Section 4.7 [Taxes] of the Credit Agreement and shall make all payments free and clear of Taxes to the extent required therein, subject to the terms and conditions therein.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that, except as otherwise permitted under the Credit Agreement or with the prior written consent of the Administrative Agent, no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein, and any such purported assignment or transfer shall be null and void.

19. This Agreement shall be deemed to be a contract under the Laws of the State of New York and for all purposes shall be governed by, and construed in accordance with, the Laws of said State excluding its rules relating to conflicts of law.

20. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENTS TO THE NONEXCLUSIVE JURISDICTION OF ANY NEW YORK STATE COURT OR FEDERAL COURT OF THE UNITED STATES OF AMERICA SITTING IN NEW YORK CITY, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS TO WHICH IT IS A PARTY, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH

NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT, AND EACH PLEDGOR WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS TO THE EXTENT PERMITTED BY APPLICABLE LAWS, THAT ALL SUCH SERVICE OF PROCESS BE MADE BY CERTIFIED OR REGISTERED MAIL DIRECTED TO SUCH PLEDGOR AT THE ADDRESSES PROVIDED FOR IN SECTION 24 HEREOF AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT THEREOF. EACH OF THE PARTIES HERETO HEREBY WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED AGAINST IT AS PROVIDED HEREIN AND AGREES NOT TO ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE.

21. **WAIVER OF JURY TRIAL.** EACH PLEDGOR AND THE ADMINISTRATIVE AGENT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE PATENTS, TRADEMARKS AND COPYRIGHTS TO THE FULLEST EXTENT PERMITTED BY LAW. THE PLEDGORS AND THE ADMINISTRATIVE AGENT ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

22. [Reserved].

23. This Agreement may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy or electronic transmission to the Administrative Agent of the signature page hereof purporting to be signed on behalf of such Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or e-mail (.tif or .pdf) or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be effective as delivery of a manually executed counterpart of this Agreement and be valid and effective for all purposes to the fullest extent permitted by applicable law.

24. All notices, statements, requests, demands, directions and other communications (collectively, "**notices**") given to or made upon any party hereto under the provisions of this Agreement shall be given to the applicable party hereto at the address set forth on a Schedule 1.1(B) to, or in a Guarantor Joinder given under, the Credit Agreement and in the manner provided in Section 10.6 [Notices; Lending Offices] of the Credit Agreement. The Administrative Agent and the other Secured Parties may rely on any notice (whether or not made in the manner contemplated by this Agreement) purportedly made by or on behalf of any Pledgor, and the Administrative Agent and other the Secured Parties shall have no duty to verify the identity or authority of the Person giving such notice.

25. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the

Administrative Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Administrative Agent's rights: (a) to inspect the books and records related to the Patents, Trademarks and Copyrights, in accordance with Section 7.1.6 [Visitation Rights] of the Credit Agreement; (b) to receive the various notifications such Pledgor is required to deliver hereunder; (c) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights; (d) to enforce the provisions hereof pursuant to which such Pledgor has appointed the Administrative Agent its attorney-in-fact; and (e) to enforce the Administrative Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

26. Each Pledgor hereby acknowledges, represents, and warrants that it receives synergistic benefits by virtue of its affiliation with the Borrowers and/or the other Pledgors and that it will receive direct and indirect benefits from the financing arrangements contemplated by the Credit Agreement and that such benefits, together with the rights of contribution and subrogation that may arise in connection herewith are a reasonably equivalent exchange of value in return for providing this Agreement.

27. At any time after the initial execution and delivery of this Agreement to the Administrative Agent and the Lenders, additional Persons may become parties to this Agreement and thereby acquire the duties and rights of being Pledgors hereunder by executing and delivering to the Administrative Agent and the Lenders a Guarantor Joinder pursuant to the Credit Agreement and, in addition, a new Schedule A hereto shall be provided to the Administrative Agent with respect to such new Pledgor. No notice of the addition of any Pledgor shall be required to be given to any pre-existing Pledgor and each Pledgor hereby consents thereto.

28. This Agreement hereby amends and restates, in its entirety, the IP Security Agreement, dated as of July 25, 2022 (the "Existing IP Security Agreement"), by and among the parties thereto in favor of the Administrative Agent, and the parties hereto agree and acknowledge that this Agreement is not intended to constitute, nor does it constitute, an interruption, suspension of continuity, satisfaction, discharge of prior duties, novation, or termination of the guarantees, liens, security interests, indebtedness, loans, liabilities, expenses, or obligations under the Existing IP Security Agreement or under the Credit Agreement or any of the other Loan Documents.

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[SIGNATURES APPEAR ON FOLLOWING PAGES]

[SIGNATURE PAGE TO AMENDED AND RESTATED IP SECURITY AGREEMENT]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

Each Pledgor acknowledges that it has read and understands all the provisions of this Agreement, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

PLEDGORS:

GLATFELTER CORPORATION

By: 

Name: Ramesh Shettigar

Title: Senior Vice President, Chief Financial Officer
and Treasurer

PHG TEA LEAVES, INC.

By: _____

Name: Paul G. Wolfram

Title: Treasurer

MOLLANVICK, INC.

By: _____

Name: Paul G. Wolfram

Title: Vice President

GLATFELTER COMPOSITE FIBERS NA, INC.

By: _____

Name: Paul G. Wolfram

Title: Treasurer

TRADEMARK

REEL: 008032 FRAME: 0948

[SIGNATURE PAGE TO AMENDED AND RESTATED IP SECURITY AGREEMENT]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

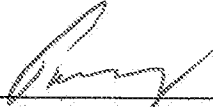
Each Pledgor acknowledges that it has read and understands all the provisions of this Agreement, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

PLEDGORS:

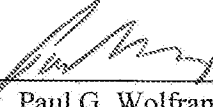
GLATFELTER CORPORATION

By: _____
Name: Ramesh Shettigar
Title: Senior Vice President, Chief Financial Officer
and Treasurer

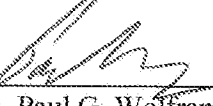
PHG TEA LEAVES, INC.

By:  _____
Name: Paul G. Wolfram
Title: Treasurer

MOLLANVICK, INC.

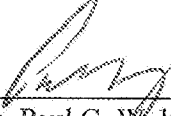
By:  _____
Name: Paul G. Wolfram
Title: Vice President

GLATFELTER COMPOSITE FIBERS NA, INC.

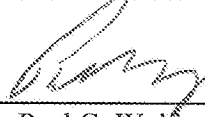
By:  _____
Name: Paul G. Wolfram
Title: Treasurer

[SIGNATURE PAGE TO AMENDED AND RESTATED IP SECURITY AGREEMENT]


GLATFELTER DIGITAL SOLUTIONS, LLC

By: 
Name: Paul G. Wolfram
Title: Treasurer


GLATFELTER HOLDINGS, LLC

By: 
Name: Paul G. Wolfram
Title: President

GLATFELTER MT. HOLLY LLC

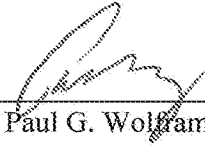
By: 
Name: Paul G. Wolfram
Title: Treasurer

GLATFELTER ADVANCED MATERIALS N.A.,
LLC

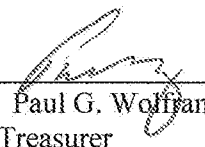
By: 
Name: Paul G. Wolfram
Title: Treasurer

[SIGNATURE PAGE TO AMENDED AND RESTATED IP SECURITY AGREEMENT]

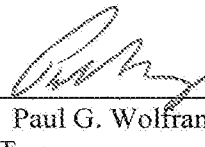
GLATFELTER TWIG AMERICA, INC.

By: 
Name: Paul G. Wolfram
Title: Treasurer

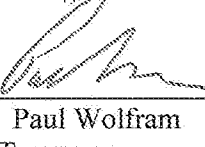
GLATFELTER SONTARA AMERICA, INC.

By: 
Name: Paul G. Wolfram
Title: Treasurer

GLATFELTER SONTARA OLD HICKORY, INC.

By: 
Name: Paul G. Wolfram
Title: Treasurer

GLATFELTER INDUSTRIES ASHEVILLE, INC.

By: 
Name: Paul Wolfram
Title: Treasurer

[SIGNATURE PAGE TO AMENDED AND RESTATED IP SECURITY AGREEMENT]

**PNC BANK, NATIONAL ASSOCIATION, as
Administrative Agent**

By: *Daniel V. Borelli*

Name: Daniel V. Borelli

Title: Senior Vice President

SCHEDULE A
TO
AMENDED AND RESTATED IP SECURITY AGREEMENT

**LIST OF REGISTERED AND APPLIED-FOR PATENTS,
TRADEMARKS, TRADE NAMES AND COPYRIGHTS, AND EXCLUSIVE
COPYRIGHT LICENSES**

1. Issued Patents:

Patent Number	Title	Publication Number	Application Number	Assignee Name
10,973,384	Dispersible Nonwoven Wipe Material	2019-0365189 A1	16/545,758	Glatfelter Corporation
8,501,647	High Strength and High Elongation Wipes	20110159265	13/021,479	Glatfelter Corporation
9,005,738	DISPERSIBLE NONWOVEN WIPE MATERIAL	20120144611	13/314,373	Glatfelter Corporation
9,314,142	DISPERSIBLE NONWOVEN WIPE MATERIAL	20150238062	14/637,046	Glatfelter Corporation
9,439,549	DISPERSIBLE NONWOVEN WIPE MATERIAL	20150135457	14/542,437	Glatfelter Corporation
10,745,836	MULTISTRATA NONWOVEN MATERIAL	20160040337	14/776,408	Glatfelter Corporation
11,267,218	Nonwoven cleaning substrate	20190152187	16/069,449	Glatfelter Corporation
D876,108	WIPE WITH PATTERN	N/A	29/648,256	Glatfelter Corporation
8,105,301	UNITARY FLUID ACQUISITION, STORAGE, AND WICKING MATERIAL	20020165509	10/135,936	Glatfelter Corporation

Patent Number	Title	Publication Number	Application Number	Assignee Name
7,465,684	HIGH STRENGTH AND HIGH ELONGATION WIPE	20060154547	11/301,636	Glatfelter Corporation
7,642,207	UNITARY ABSORBENT MULTILAYERED CORE	20050004541	10/495,441	Glatfelter Corporation
7,918,313	NONWOVEN MATERIAL FOR ACOUSTIC INSULATION, AND PROCESS FOR MANUFACTURE	20100066121	10/592,067	Glatfelter Corporation
8,946,100	Fibers of variable wettability and materials containing the fibers	20060292951	11/471,040	Glatfelter Corporation
7,878,301	FIRE RETARDANT NONWOVEN MATERIAL AND PROCESS FOR MANUFACTURE	20080050565	11/772,628	Glatfelter Corporation
7,919,419	HIGH STRENGTH AND HIGH ELONGATION WIPE	20090092809	12/265,473	Glatfelter Corporation
9,661,974	DISPERSIBLE NONWOVEN WIPE MATERIAL	20160183758	15/062,804	Glatfelter Corporation
10,045,677	DISPERSIBLE NONWOVEN WIPE MATERIAL	20170303762	15/606,635	Glatfelter Corporation

Patent Number	Title	Publication Number	Application Number	Assignee Name
10,300,457	FIBERS OF VARIABLE WETTABILITY AND MATERIALS CONTAINING THE FIBERS	20150231599	14/581,287	Glatfelter Corporation
10,405,724	DISPERSIBLE NONWOVEN WIPE MATERIAL	20180344120	16/026,804	Glatfelter Corporation
7,727,915	TACKY ALLERGEN TRAP AND FILTER MEDIUM, AND METHOD FOR CONTAINING ALLERGENS	20070175195	11/624,580	Glatfelter Corporation
	DISPERSIBLE NONWOVEN WIPE MATERIAL	20210177230	17/185,566	Glatfelter Corporation
	NONWOVEN AIR FILTRATION MEDIUM	20200254372	16/651,829	Glatfelter Corporation
	LOW-RUNOFF AIRLAID NONWOVEN MATERIALS	20220211556	17/615,511	Glatfelter Corporation
	ABSORBENT NONWOVEN MATERIALS	20220370268	17/761,968	Glatfelter Corporation
	DISPERSIBLE NONWOVEN MATERIALS INCLUDING CMC-BASED BINDERS	20220287925	17/633,897	Glatfelter Corporation

Patent Number	Title	Publication Number	Application Number	Assignee Name
	HIGH PERFORMANCE NONWOVEN STRUCTURE	20180001591	15/542,822	Glatfelter Corporation
	MULTI-LAYER UNITARY ABSORBENT STRUCTURES	20200016012	16/493,046	Glatfelter Corporation
	NONWOVEN MATERIAL WITH HIGH CORE BICOMPONENT FIBERS	20200255992	16/651,711	Glatfelter Corporation
	Modified Cellulose-Based Natural Binder for Nonwoven Fabrics	20210054548	16/963,586	Glatfelter Corporation
	NONWOVEN MATERIAL WITH HIGH CORE BICOMPONENT FIBERS	20200407895	16/978,889	Glatfelter Corporation
	UNITARY NONWOVEN MATERIAL	20220053991	17/276,323	Glatfelter Corporation
	LATEX-FREE AND FORMALDEHYDE-FREE NONWOVEN FABRICS	20220002921	17/280,778	Glatfelter Corporation

2. Trademarks:

Serial Number	Registration Number	Word Mark	Owner

Serial Number	Registration Number	Word Mark	Owner
97430051 ¹		GLATFIELD	Glatfelter Corporation
97291579 ²		GLATCARE	Glatfelter Corporation
97115256 ³		GLATPURE	Glatfelter Corporation
90621495 ⁴		GLATCLEAN	Glatfelter Corporation
97676457 ⁵		G SONTARA BY GLATFELTER	Glatfelter Corporation
87340367	5581533	ENHANCING EVERYDAY LIFE	Glatfelter Corporation
85074606	3919579	GEPATAC	Glatfelter Corporation
78741058	3426818	BEYOND PAPER	Glatfelter Corporation
78610795	3319900	G	Glatfelter Corporation
76323577	2769893	BEYOND PAPER	Glatfelter Corporation
76323532	2796668	GLATFELTER	Glatfelter Corporation
76323530	2982538	GLATFELTER	Glatfelter Corporation
76323529	2873152	GLATFELTER	Glatfelter Corporation
76323528	2821545	G	Glatfelter Corporation
76323525	2789388	G	Glatfelter Corporation

3. Trade Names: None.

¹ This is an intent-to-use trademark application and is not Patents, Trademarks and Copyrights Collateral until a Statement of Use or Amendment to Allege Use is filed with the USPTO.

² This is an intent-to-use trademark application and is not Patents, Trademarks and Copyrights Collateral until a Statement of Use or Amendment to Allege Use is filed with the USPTO.

³ This is an intent-to-use trademark application and is not Patents, Trademarks and Copyrights Collateral until a Statement of Use or Amendment to Allege Use is filed with the USPTO.

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⁵ This is an intent-to-use trademark application and is not Patents, Trademarks and Copyrights Collateral until a Statement of Use or Amendment to Allege Use is filed with the USPTO.

4. Copyrights: None.
5. Exclusive Copyright Licenses: None.