

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800767

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Resolute FP Canada Inc.		03/01/2023	Corporation:
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	1 Churchill Place		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5HP		
Entity Type:	Chartered Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3872520	EQUAL OFFSET	
CORRESPONDENCE DATA			
Fax Number:	6046437900		
<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:	6046437942		
Email:	rrodrigues@mccarthy.ca		
Correspondent Name:	Vincent Yip, c/o MCCARTHY TETRAULT LLP		
Address Line 1:	745 Thurlow St, Suite 2400		
Address Line 4:	Vancouver, B.C., CANADA V6E 0C5		
NAME OF SUBMITTER:	Vincent Kam Sun Yip		
SIGNATURE:	/VincentKamSunYip/		
DATE SIGNED:	04/05/2023		
Total Attachments: 15			
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CANADIAN ABL TRADEMARK SECURITY AGREEMENT

This CANADIAN ABL TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of March 1, 2023, is made by DOMTAR INC., a corporation organized under the federal laws of Canada and RESOLUTE FP CANADA INC., a corporation organized under the federal laws of Canada (collectively, the “**Grantors**”), in favour of BARCLAYS BANK PLC, as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to that certain Canadian ABL Security Agreement, dated as of November 30, 2021, as supplemented by that certain Canadian ABL Security Agreement Supplement dated as of March 1, 2023 (and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of each such Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and/or the Canadian Intellectual Property Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Section 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); *provided that* “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “**Statement of Use**” pursuant to Section 1(d) of the Lanham Act or an “**Amendment to Allege Use**” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

Section 3. Recordation. The Grantors authorize and request that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office and/or the Canadian Intellectual Property Office.

Section 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. The words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to this Trademark Security Agreement and/or any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. “Electronic Signatures” means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record; *provided* that notwithstanding anything contained herein to the contrary, the Collateral Agent is under no obligation to agree to accept electronic signatures in any form or any format unless expressly agreed to by the Collateral Agent pursuant to procedures approved by it.

Section 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN SUCH LAWS WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

Section 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE

COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the undersigned have executed this Canadian ABL Trademark Security Agreement as of the date first above written.

DOMTAR INC.

By: 
Name: Josée Mireault
Title: Assistant Secretary

RESOLUTE FP CANADA INC.

By: _____
Name: Joe Ragan
Title: Authorized Signatory

IN WITNESS WHEREOF, the undersigned have executed this Canadian ABL Trademark Security Agreement as of the date first above written.

DOMTAR INC.

By: _____
Name: Josée Mireault
Title: Assistant Secretary

RESOLUTE FP CANADA INC.

By: _____
Name: Joe Ragan
Title: Authorized Signatory

Accepted and Agreed:

BARCLAYS BANK PLC, as Collateral Agent

By:  _____
Name: Joseph Jordan
Title: Managing Director

[SIGNATURE PAGE TO CANADIAN ABL TRADEMARK SECURITY AGREEMENT]







SCHEDULE ATRADEMARKS AND TRADEMARK APPLICATIONS**US Trademarks**

No.	Mark	Country	Serial No.	Reg. No.	Owner	Status
1.	EQUAL OFFSET	United States	77/928,360	3,872,520	Resolute FP Canada Inc.	Registered
2.	DOMTAR	United States	97354118		Domtar Inc.	Pending
3.	DOMTAR	United States	85/400,313	4,108,905	Domtar Inc.	Registered
4.	EARTHCHOICE	United States	85/379,566	4,108,693	Domtar Inc.	Registered
5.	HOTS	United States	74/201,514	1,753,223	Domtar Inc.	Registered
6.	WHITEHALL	United States	78/096,749	2,720,148	Domtar Inc.	Registered
7.	THE PAPER TRAIL	United States	85/767,636	4,357,909	Domtar Inc.	Registered
8.	EARTH CHOICE	United States	85/597,703	4,427,438	Domtar Inc.	Registered
9.	GUARDIAN	United States	74/371,524	1,884,860	Domtar Inc.	Registered
10.	SECURITYJET	United States	86/450,428	4,878,502	Domtar Inc.	Registered
11.	EARTHCHOICE	United States	85/607,381	4,980,522	Domtar Inc.	Registered
12.	EARTHCHOICE ADVISORY SERVICES	United States	85/607,856	4,980,523	Domtar Inc.	Registered
13.	VITALITY	United States	86/875,707	5,026,896	Domtar Inc.	Registered
14.	EARTHCHOICE	United States	78/598,363	3,181,831	Domtar Inc.	Registered
15.	EARTHCHOICE & Design	United States	85/640,949	5,158,609	Domtar Inc.	Registered

No.	Mark	Country	Serial No.	Reg. No.	Owner	Status
16.	VITALITY COLORS	United States	87/307,058	5,454,541	Domtar Inc.	Registered
17.	RAMPART	United States	73/704,222	1,505,846	Domtar Inc.	Registered
18.	TITANIUMJET	United States	87/930,957	5,771,170	Domtar Inc.	Registered
19.	DOMTAR	United States	72/298,282	877808	Domtar Inc.	Registered
20.	DOMTAR	United States	72/327,814	893.509	Domtar Inc.	Registered
21.	DOMTAR P/D (Design)	United States	75/939,300	2,444,314	Domtar Inc.	Registered
22.	E-PAPER	United States	75894518	2984280	Domtar Inc.	Renewed

Canadian trademarks

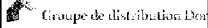


No.	Mark	Country	Serial No.	Reg. No.	Owner	Status
1.	ALTERNATIVE OFFSET	Canada	0833291	TMA490610	Resolute FP Canada Inc.	Registered
2.	EQUAL OFFSET	Canada	1017646	TMA545512	Resolute FP Canada Inc.	Registered
3.	FIBREK	Canada	1479083	TMA863220	Resolute FP Canada Inc.	Registered
4.	FIBREK FK & DESIGN	Canada	1479082	TMA863219	Resolute FP Canada Inc.	Registered
5.	SFK-90	Canada	1545327	TMA832722	Resolute FP Canada Inc.	Registered
6.	4024	Canada	324521	TMA169476	Domtar Inc.	Registered
7.	ACCORDIONP IX	Canada	1468208	TMA802283	Domtar Inc.	Registered
8.	ARIVA	Canada	1619147	TMA925884	Domtar Inc.	Registered
9.	ARIVA	Canada	1495908	TMA821422	Domtar Inc.	Registered



No.	Mark	Country	Serial No.	Reg. No.	Owner	Status
10.	ARIVA & Design 	Canada	1660331	TMA959673	Domtar Inc.	Registered
11.	ARIVA & Design 	Canada	1511901	TMA828180	Domtar Inc.	Registered
12.	ARIVA & Dessin 	Canada	1511910	TMA828179	Domtar Inc.	Registered
13.	ARIVA A DOMTAR BUSINESS & Design 	Canada	1660330	TMA959686	Domtar Inc.	Registered
14.	ARIVA UNE DIVISION DE DOMTAR & Design 	Canada	1660481	TMA959677	Domtar Inc.	Registered
15.	BLUELINE BY DOMTAR	Canada	1665129	TMA963701	Domtar Inc.	Registered
16.	BLUELINE BY DOMTAR & Design 	Canada	1665130	TMA963704	Domtar Inc.	Registered
17.	BOLD	Canada	1679115	TMA909841	Domtar Inc.	Registered
18.	BURT	Canada	1568610	TMA859683	Domtar Inc.	Registered

No.	Mark	Country	Serial No.	Reg. No.	Owner	Status
19.	CI2000	Canada	1089026	TMA580470	Domtar Inc.	Registered
20.	COHO	Canada	0861535	TMA508204	Domtar Inc.	Registered
21.	COPYPRINT	Canada	843839	TMA522585	Domtar Inc.	Registered
22.	COPYPRINT	Canada	466335	TMA278097	Domtar Inc.	Registered
23.	COUGAR	Canada	643864	TMA383902	Domtar Inc.	Registered
24.	COUGARJET	Canada	1721928	TMA993487	Domtar Inc.	Registered
25.	D LOGO DESIGN 	Canada	1050017	TMA554029	Domtar Inc.	Registered
26.	DELIVERING RESULTS INCREASING VALUE AND EXPECTATIO NS	Canada	1683557	TMA924170	Domtar Inc.	Registered
27.	DIGITAL COLOR ELITE GLOSS	Canada	1247201	TMA706682	Domtar Inc.	Registered
28.	DIGITAL COLOR ELITE SILK	Canada	1247208	TMA706717	Domtar Inc.	Registered
29.	DOMTAR	Canada	1313480	TMA726985	Domtar Inc.	Registered
30.	DOMTAR & DESIGN 	Canada	0270088	TMA131955	Domtar Inc.	Registered
31.	DOMTAR AND DESIGN 	Canada	1123824	TMA593778	Domtar Inc.	Registered

No.	Mark	Country	Serial No.	Reg. No.	Owner	Status
32.	DOMTAR ANTIMICROBI AL OFFICE PAPER	Canada	1357107	TMA726559	Domtar Inc.	Registered
33.	DOMTAR CENTURY OPAQUE	Canada	1221272	TMA666606	Domtar Inc.	Registered
34.	DOMTAR DISTRIBUTIO N GROUP PUBLISHING SOLUTIONS & DESIGN 	Canada	1285706	TMA726835	Domtar Inc.	Registered
35.	DOMTAR EARTHCHOIC E	Canada	1203198	TMA637583	Domtar Inc.	Registered
36.	DOMTAR PAPIER D'AFFAIRES ANTIMICROBI EN	Canada	1357106	TMA726558	Domtar Inc.	Registered
37.	DRIVE	Canada	1683555	TMA920002	Domtar Inc.	Registered
38.	DRIVE & Design 	Canada	1683559	TMA919996	Domtar Inc.	Registered
39.	DU PAPIER AUX PIXELS. LA VOIE DU FUTUR.	Canada	1511912	TMA829222	Domtar Inc.	Registered
40.	EARTHCHOIC E	Canada	1568617	TMA852374	Domtar Inc.	Registered

No.	Mark	Country	Serial No.	Reg. No.	Owner	Status
41.	EARTHCHOICE	Canada	1522609	TMA830810	Domtar Inc.	Registered
42.	EARTHCHOICE	Canada	1496574	TMA854127	Domtar Inc.	Registered
43.	EARTHCHOICE	Canada	1382970	TMA785603	Domtar Inc.	Registered
44.	EARTHCHOICE & Design 	Canada	1568611	TMA853605	Domtar Inc.	Registered
45.	EARTHCHOICE ADVISORY SERVICES	Canada	1568615	TMA853600	Domtar Inc.	Registered
46.	ELEMENTS	Canada	0746104	TMA439300	Domtar Inc.	Registered
47.	ENTERPRISE GROUP	Canada	1498758	TMA812391	Domtar Inc.	Registered
48.	ENTERPRISE GROUP & Design 	Canada	1521616	TMA830820	Domtar Inc.	Registered
49.	ENTERPRISE POSTAL ADVANTAGE	Canada	1681894	TMA924172	Domtar Inc.	Registered
50.	ENVIRO-COPY D.P.	Canada	0650462	TMA418769	Domtar Inc.	Registered
51.	ENVIROWISE	Canada	2001605		Domtar Inc.	Registered
52.	epaper	Canada	1013361	TMA539245	Domtar Inc.	Registered
53.	EVERFLAT IMAGE SOLUTIONS PAPER	Canada	1393790	TMA829707	Domtar Inc.	Registered
54.	FIRST CHOICE	Canada	888667	TMA523209	Domtar Inc.	Registered

No.	Mark	Country	Serial No.	Reg. No.	Owner	Status
55.	FIRST CHOICE COLORPRINT	Canada	1094875	TMA577063	Domtar Inc.	Registered
56.	FRANCE	Canada	1568609	TMA862271	Domtar Inc.	Registered
57.	GROUPE DE DISTRIBUTIO N DOMTAR & DESIGN 	Canada	1267170	TMA689798	Domtar Inc.	Registered
58.	GUARDIAN	Canada	0181821	UCA16976	Domtar Inc.	Registered
59.	GUARDIAN & DESIGN 	Canada	0722656	TMA423488	Domtar Inc.	Registered
60.	HI-WHITE	Canada	1254002	TMA724402	Domtar Inc.	Registered
61.	HOTS	Canada	0889519	TMA515017	Domtar Inc.	Registered
62.	HUSKY	Canada	0643717	TMA410258	Domtar Inc.	Registered
63.	HUSKYJET	Canada	1721930	TMA993476	Domtar Inc.	Registered
64.	IMAGEPRINT	Canada	843840	TMA511519	Domtar Inc.	Registered
65.	JBR	Canada	0706959	TMA430977	Domtar Inc.	Registered
66.	JBR DESSIN 	Canada	0706960	TMA430978	Domtar Inc.	Registered
67.	LA TRACE PAPIER	Canada	1600450	TMA868284	Domtar Inc.	Registered
68.	LA VÉRITÉ SUR LE PAPIER	Canada	1468876	TMA830196	Domtar Inc.	Registered
69.	LYNX	Canada	1042781	TMA562436	Domtar Inc.	Registered

No.	Mark	Country	Serial No.	Reg. No.	Owner	Status
70.	LYNX & Design 	Canada	1972876	TMA1126861	Domtar Inc.	Registered
71.	LYNX OPAQUE	Canada	643716	TMA383897	Domtar Inc.	Registered
72.	LYNXJET	Canada	1721929	TMA1000030	Domtar Inc.	Registered
73.	PAPER MADE HERE	Canada	1720806	TMA994164	Domtar Inc.	Registered
74.	PAPER MADE HERE & Design 	Canada	1720807	TMA993909	Domtar Inc.	Registered
75.	PAPER MATTERS	Canada	1996236		Domtar Inc.	Pending
76.	PAPER MATTERS	Canada	1947807		Domtar Inc.	Pending
77.	PAPER MATTERS	Canada	1019187	TMA542923	Domtar Inc.	Registered
78.	PAPER TO PIXELS. THE WAY FORWARD	Canada	1505848	TMA826771	Domtar Inc.	Registered
79.	PARLONS PAPIER	Canada	1366775	TMA729484	Domtar Inc.	Registered
80.	PEARLIZED ELEGANCE	Canada	1342684	TMA752418	Domtar Inc.	Registered
81.	PERFORMAN CE NEVER TEAR	Canada	1716589	TMA938678	Domtar Inc.	Registered
82.	PIXEL AND PRINT LOGIC	Canada	1568636	TMA851856	Domtar Inc.	Registered
83.	PRODUCTION NEVER TEAR	Canada	1716591	TMA938677	Domtar Inc.	Registered

No.	Mark	Country	Serial No.	Reg. No.	Owner	Status
84.	RAMPART	Canada	1067410	TMA565351	Domtar Inc.	Registered
85.	REVOLUTION	Canada	1682820	TMA974096	Domtar Inc.	Registered
86.	REVOLUTION NEVERTEAR	Canada	1813301	TMA1025328	Domtar Inc.	Registered
87.	SAMPLEXPRESSES	Canada	1366774	TMA726862	Domtar Inc.	Registered
88.	THE PAPER TRAIL	Canada	1600449	TMA863529	Domtar Inc.	Registered
89.	TITANIUMJET	Canada	1901557	TMA1093519	Domtar Inc.	Registered
90.	TRUTH IN PAPER	Canada	1468875	TMA830183	Domtar Inc.	Registered
91.	VISTA	Canada	0487197	TMA279019	Domtar Inc.	Registered
92.	VITALITY	Canada	1805671	TMA993477	Domtar Inc.	Registered
93.	VOLUME	Canada	0861534	TMA500421	Domtar Inc.	Registered
94.	WINDSOR	Canada	0147658	TMDA47469	Domtar Inc.	Registered