OP \$40.00 6810429

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM819601

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MOHAWK FINE PAPERS INC.		08/04/2022	Corporation: NEW YORK
CRANE STATIONERY, LLC		08/04/2022	Limited Liability Company: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	CIT NORTHBRIDGE CREDIT LLC, as Agent
Street Address:	11 West 42nd Street, 13th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	6810429	PAPER WITH A PLAN	

CORRESPONDENCE DATA

Fax Number: 3128637806

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: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy J. Brougher, Paralegal

Address Line 1: c/o Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe, Suite 3300 Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7821.030
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	06/26/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 4, 2022, by each of the undersigned (each, a "Grantor" and collectively, the "Grantors"), in favor of CIT NORTHBRIDGE CREDIT LLC, in its capacity as agent ("Agent") for the Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Loan, Security and Guarantee Agreement dated as of even date herewith (including all exhibits and schedules thereto, and as from time to time amended, restated supplemented or otherwise modified, the ("Loan Agreement") by and among Grantors, each of the other Persons from time to time party thereto as "Borrowers" (together with Grantors, collectively, "Borrowers" and each, a "Borrower"), each of the other Persons from time to time party thereto as "Guarantors", Agent and the financial institutions ("Lenders") from time to time party thereto, Agent and Lenders have agreed to make Loans for the benefit of Borrowers;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Loan Agreement; and

WHEREAS, pursuant to the Loan Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.
- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure prompt payment and performance of the Obligations, each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all of its registered Trademarks set forth on <u>Schedule I</u> hereto;
 - (b) all reissues, continuations or extensions of the foregoing;
 - (c) subject to the Loan Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
 - (d) subject to the Loan Agreement, all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.
- 3. <u>COLLATERAL AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and

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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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

- 4. <u>AUTHORIZATION TO SUPPLEMENT</u>. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor 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 any Grantor's obligations under this Section, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending <u>Schedule I</u> to include any such new Trademarks of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend <u>Schedule I</u> shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.
- 5. <u>GOVERNING LAW</u>. This Trademark Security Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.
- 6. <u>COUNTERPARTS</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same, instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of a signature page of this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such agreement. Any electronic signature, contract formation on an electronic platform and electronic record-keeping shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the Illinois Electronic Commerce Security Act, or any similar state law based on the Uniform Electronic Transactions Act.

[signature pages follow]

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MOHAWK FINE PAPERS INC.,

a New York corporation

Name:

Title: CET

CRANE STATIONERY, LLC,

a Massachusetts limited liability company

By

Name

Title:

ACCEPTED AND ACKNOWLEDGED BY:

CIT NORTHBRIDGE CREDIT LLC,

as Agent

By: Name: Title:

Signature Page to Trademark Security Agreement

SCHEDULE I to TRADEMARK SECURITY AGREEMENT

US Trademarks

TRADEMARK	REG. NUMBER	REG. DATE	OWNER
MOHAWK RENEWAL	6397642	06/22/21	Mohawk Fine Papers Inc.
SUPERFINE LAYERS	4957609	05/10/16	Mohawk Fine Papers Inc.
CORDWAIN	4469544	01/21/14	Mohawk Fine Papers Inc.
M MOHAWK	4294886	02/26/13	Mohawk Fine Papers Inc.
STRATHMORE MIXED MEDIA	4171825	07/10/12	Mohawk Fine Papers Inc.
[Design only]	4164742	06/26/12	Mohawk Fine Papers Inc.
STRATHMORE IMPERIAL	4167186	07/13/12	Mohawk Fine Papers Inc.
MOHAWK	4101933	02/21/12	Mohawk Fine Papers Inc.
EVERYDAY DIGITAL	4090104	01/24/12	Mohawk Fine Papers Inc.
I-TONE	3154029	10/10/06	Mohawk Fine Papers Inc.
MOHAWK COLOR COPY	2881876	09/07/04	Mohawk Fine Papers Inc.
BECKETT CAMBRIC	2769172	09/30/03	Mohawk Fine Papers Inc.
BECKETT EXPRESSION	2576361	06/04/02	Mohawk Fine Papers Inc.
PASTELLE	2635422	10/15/02	Mohawk Fine Papers Inc.
STRATHMORE	2571657	05/21/02	Mohawk Fine Papers Inc.
MOHAWK LOOP	3932262	03/15/11	Mohawk Fine Papers Inc.
MOHAWK SUPERFINE	3831919	08/10/10	Mohawk Fine Papers Inc.
MOHAWK PROPHOTO	3824354	07/27/10	Mohawk Fine Papers Inc.
CN MADE CARBON NEUTRAL	3465284	07/15/08	Mohawk Fine Papers Inc.
VIA	2366890	07/11/00	Mohawk Fine Papers Inc.
OPTIONS	2033403	01/28/97	Mohawk Fine Papers Inc.
INXWELL	1987286	07/16/96	Mohawk Fine Papers Inc.
[Design only]	1710022	08/25/92	Mohawk Fine Papers Inc.

TRADEMARK	REG. NUMBER	REG. DATE	OWNER
STRATHMORE ARTAGAIN	1697607	06/30/92	Mohawk Fine Papers Inc.
CONCEPT	1671744	01/14/92	Mohawk Fine Papers Inc.
ENHANCE	1408472	09/09/86	Mohawk Fine Papers Inc.
SKYTONE	1368941	11/05/85	Mohawk Fine Papers Inc.
BECKETT	1189292	02/09/82	Mohawk Fine Papers Inc.
STRATHMORE WRITING	0891287	05/19/70	Mohawk Fine Papers Inc.
GRANDEE	0891286	05/19/70	Mohawk Fine Papers Inc.
STRATHMORE	0891284	05/19/70	Mohawk Fine Papers Inc.
CARNIVAL	0736040	08/14/62	Mohawk Fine Papers Inc.
NAVAJO	1715705	09/15/92	Mohawk Fine Papers Inc.
MOHAWK	0573349	04/21/53	Mohawk Fine Papers Inc.
CRANE & CO.	5713460	04/02/19	Crane Stationery, LLC
CRANE	4966724	01/07/14	Crane Stationery, LLC
CRANE	4961875	03/25/08	Crane Stationery, LLC
LETTRA	4961873	11/06/07	Crane Stationery, LLC
LETTRA	3331775	11/06/07	Crane Stationery, LLC
WILLIAM ARTHUR	3810294	06/29/10	Crane Stationery, LLC
CRANE	3400849	03/25/08	Crane Stationery, LLC
CRANE'S BOND	1602236	06/19/90	Crane Stationery, LLC
CRANE'S CREST	1602235	06/19/90	Crane Stationery, LLC
KID FINISH	0062589	05/14/1907	Crane Stationery, LLC

SCHEDULE I to TRADEMARK SECURITY AGREEMENT

Schedule I to Trademark Security Agreement is hereby amended by adding the following Trademarks:

Trademark Registrations/Applications

TRADEMARK	REG. NUMBER	REG. DATE	OWNER
PAPER WITH A	90777460	6810429	Mohawk Fine Papers
PLAN			Inc.

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RECORDED: 06/26/2023