

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM820902

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mohawk Fine Papers Inc.		06/27/2023	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GPA HOLDING COMPANY, INC., as Agent		
<b>Street Address:</b>	8701 West 47th Street		
<b>City:</b>	McCook		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60525		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6810429	PAPER WITH A PLAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3129932617		
<b>Email:</b>	atoosa.nowrouzi@lw.com		
<b>Correspondent Name:</b>	Atoosa Nowrouzi		
<b>Address Line 1:</b>	C/O Latham and Watkins 330 N Wabash Ave		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>ATTORNEY DOCKET NUMBER:</b>	061586-0024 [AN]		
<b>NAME OF SUBMITTER:</b>	ATOOSA NOWROUZI		
<b>SIGNATURE:</b>	/an/		
<b>DATE SIGNED:</b>	06/29/2023		
<b>Total Attachments: 5</b>			
source=Mohawk - 2L Trademark Security Agreement [Executed](2023)#page1.tif			
source=Mohawk - 2L Trademark Security Agreement [Executed](2023)#page2.tif			
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THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), DATED AS OF AUGUST 4, 2022, BY AND AMONG GPA HOLDING COMPANY, INC., AS AGENT UNDER THE SUBORDINATED LOAN AGREEMENT REFERRED TO THEREIN, CIT NORTHBRIDGE CREDIT LLC (“SENIOR AGENT”), MOHAWK FINE PAPERS HOLDING CO., INC. AND THE OTHER “COMPANIES” (AS DEFINED THEREIN) PARTY THERETO, TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE COMPANIES AND PURSUANT TO THAT CERTAIN LOAN, SECURITY AND GUARANTEE AGREEMENT DATED AS OF AUGUST 4, 2022 AMONG THE COMPANIES, SENIOR AGENT AND THE LENDERS FROM TIME TO TIME PARTY THERETO AND THE OTHER SENIOR DEBT DOCUMENTS (AS DEFINED IN THE INTERCREDITOR AGREEMENT), AS SUCH LOAN, SECURITY AND GUARANTEE AGREEMENT AND OTHER SENIOR DEBT DOCUMENTS HAVE BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED IN ACCORDANCE WITH THE TERMS THEREOF FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THOSE AGREEMENTS AS CONTEMPLATED BY THE INTERCREDITOR AGREEMENT; AND EACH PARTY HERETO, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

## SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of June 27, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”), is made by Mohawk Fine Papers Inc., a New York corporation (the “Grantor”), in favor of GPA HOLDING COMPANY, INC., in its capacity as agent (“Agent”) for the Lenders (as hereinafter defined).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Lien Loan, Security and Guarantee Agreement dated as of August 4, 2022 (including all exhibits and schedules thereto, and as from time to time amended, restated supplemented or otherwise modified, the “Loan Agreement”), by and among MOHAWK FINE PAPERS HOLDING CO., INC., a New York corporation (“Borrower”), the Grantor, the other parties party thereto, each of the other Persons from time to time party thereto as Guarantors, Agent and the lenders from time to time party thereto (the “Lenders”), the Lenders have agreed to make Loans to and for the benefit of Borrower;

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

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of the Secured Parties, 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, the Grantor hereby agrees as follows:

1. DEFINED TERMS. 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 the prompt and complete payment and performance of the Obligations, the Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”), subject to the terms of the Intercreditor Agreement:

- (a) all of its Trademarks set forth on Schedule I 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 the 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. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Loan Agreement and subject to the terms of the Intercreditor Agreement. The 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 Loan Agreement and the Intercreditor Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The 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 the Grantor's obligations under this Section, the Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks of the 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 Trademark Collateral, whether or not listed on Schedule I.

5. GOVERNING LAW. 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.

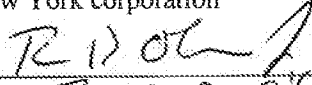
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of a signature page of this Trademark Security 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 New York State Electronic Signatures and Records Act, or any similar state law based on the Uniform Electronic Transactions Act.

[signature pages follow]

IN WITNESS WHEREOF, the 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.

**GRANTOR:**

**MOHAWK FINE PAPERS INC.,**  
a New York corporation

By:   
Name: Thomas D. O'Connell Jr.  
Title: CEO

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008118 FRAME: 0081**

ACCEPTED AND ACKNOWLEDGED BY:

**GPA HOLDING COMPANY, INC.,**

as Agent

By:  \_\_\_\_\_

Name:     Davide Bustreo    

Title:     Group CFO

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

<b>Trademark Name</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner</b>
PAPER WITH A PLAN	6810429	August 2, 2022	Mohawk Fine Papers Inc.

Schedule I