

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM849361

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		PATENT AND TRADEMARK SECURITY AGREEMENT	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLEARWATER PAPER TISSUE, LLC		10/27/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AGWEST FARM CREDIT, PCA, as Administrative Agent		
Street Address:	2001 S. Flint Road		
Internal Address:	PO Box 2515		
City:	Spokane		
State/Country:	WASHINGTON		
Postal Code:	99220-2515		
Entity Type:	Production Credit Association: UNITED STATES		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	6119261	TRULY	
Registration Number:	5565146	MULTI-SIZE SHEETS	
Registration Number:	5468616	HYDRASORB	
Registration Number:	4422773	CLEAN. STRONG. CONFIDENCE.	
Registration Number:	4422771	THE ULTIMATE COMFORT	
Registration Number:	4408244	THE ULTIMATE SOFTNESS	
Registration Number:	4408243	FIBERSTRONG	
Registration Number:	4408240	FIBERSOFT	
Registration Number:	4404471	FIBERSTRONG TECHNOLOGY	
Registration Number:	4404470	FIBERSOFT TECHNOLOGY	
Registration Number:	3875452		
Registration Number:	3695009	SELECT-A-SHEET	
Registration Number:	3489717	LIVING GREEN	
Registration Number:	3412537	HYDRASORB FIBER TECHNOLOGY	
Registration Number:	3406051	LINT CLEAN	
Registration Number:	3313295	FOR A CLEAN, LINT-CLEAR FINISH	
Registration Number:	3283134	MULTI-SIZE	
Registration Number:	3256438		
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	3235325	SIMPLY ELEGANT
Registration Number:	3235193	SIMPLY SOFT
Registration Number:	3178564	PERFECTLY STRONG
Registration Number:	3125036	
Registration Number:	2979157	WITH HYDRASORB
Registration Number:	2924277	WITH HYDRASORB TECHNOLOGY
Registration Number:	2905067	STRONG AND STURDY
Registration Number:	2862880	DESIGN SERIES
Registration Number:	2813052	SIZE-IT SHEETS
Registration Number:	2116418	TRULY SOFT
Registration Number:	2116417	TRULY TUFF
Registration Number:	0767589	SPA
Registration Number:	0718943	VELURE

CORRESPONDENCE DATA

Fax Number: 7043311159

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.

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maryelizabethzaldivar@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

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Address Line 2: Suite 4700, ATTN: IP DEPARTMENT

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	037859.000006
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	10/27/2023

Total Attachments: 6

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PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of October 27, 2023 (as amended, supplemented or otherwise modified from time to time, the “Patent and Trademark Security Agreement”), is made by the signatory hereto (the “Grantor”) in favor of AgWest Farm Credit, PCA, as administrative agent (in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WHEREAS, Clearwater Paper Corporation, a Delaware corporation (the “Borrower”) has entered into the Credit Agreement, dated as of October 27, 2023 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the several banks and other financial institutions or entities from time to time parties thereto (the “Lenders”) and the Administrative Agent;

WHEREAS, in connection with the Credit Agreement the Grantor has entered into the Guarantee and Collateral Agreement, dated as of October 27, 2023 in favor of the Administrative Agent for the benefit of the Secured Parties (as amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”); and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Administrative Agent for the ratable benefit of the Secured Parties.

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Patent and Trademark Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

SECTION 2. Grant of Security. The Grantor hereby pledges and grants to the Administrative Agent for the ratable benefit of the Secured Parties a continuing security interest in and to all of such Grantor’s right, title and interest in the Patents and Trademarks listed on Schedule A, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations.

SECTION 3. Recordation. This Patent and Trademark Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Patent and Trademark Security Agreement.

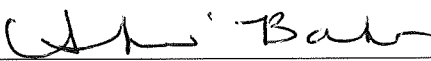
SECTION 4. Execution in Counterparts. This Patent and Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Patent and Trademark Security Agreement by telecopy or electronic transmission shall be effective as delivery of a manually executed counterpart of this Patent and Trademark Security Agreement.

SECTION 5. Governing Law. This Patent and Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 6. Conflict Provision. This Patent and Trademark Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Patent and Trademark Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

IN WITNESS WHEREOF, the undersigned has caused this Patent and Trademark Security Agreement to be duly executed and delivered as of the date first above written.


CLEARWATER PAPER TISSUE, LLC
as Grantor

By: 

Name: Sherri J. Baker

Title: Senior Vice President, Chief Financial Officer

AGWEST FARM CREDIT, PCA,
as Administrative Agent

By: 
Name: Kristin R Watts
Title: SVP, Specialized Lending

SCHEDULE A

U.S. Patents

Issued Patents

Title	Patent No.	Issue Date
PAPER PRODUCT	D903336	12/01/2020
PAPER PRODUCT	D903335	12/01/2020
PAPER PRODUCT	D902605	11/24/2020
PAPER PRODUCT	D871778	01/07/2020
PAPER PRODUCT	D871777	01/07/2020
PAPER PRODUCT	D871776	01/07/2020
PAPER PRODUCT WITH EMBOSsing PATTERN	D824180	07/31/2018
PAPER PRODUCT	D683971	06/11/2013
PAPER PRODUCT	D683970	06/11/2013
PAPER PRODUCT	D683969	06/11/2013
EMBOSSed PAPER PRODUCT	D681962	05/14/2013
EMBOSSed PAPER PRODUCT	D681961	05/14/2013
EMBOSSed PAPER PRODUCT	D681960	05/14/2013
EMBOSSed PAPER PRODUCT	D660011	05/22/2012
EMBOSSed PAPER PRODUCT	D660010	05/22/2012
EMBOSSed PAPER PRODUCT	D660009	05/22/2012

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
TRULY	6119261	08/04/2020
MULTI-SIZE SHEETS	5565146	09/18/2018
HYDRASORB	5468616	05/15/2018
CLEAN. STRONG. CONFIDENCE.	4422773	10/22/2013
THE ULTIMATE COMFORT	4422771	10/22/2013
THE ULTIMATE SOFTNESS	4408244	09/24/2013
FIBERSTRONG	4408243	09/24/2013
FIBERSOFT	4408240	09/24/2013
FIBERSTRONG TECHNOLOGY	4404471	09/17/2013
FIBERSOFT TECHNOLOGY	4404470	09/17/2013
Design Only	3875452	11/16/2010
SELECT-A-SHEET	3695009	10/13/2009
LIVING GREEN	3489717	08/19/2008
HYDRASORB FIBER TECHNOLOGY	3412537	04/15/2008
LINT CLEAN and Design	3406051	04/01/2008

FOR A CLEAN, LINT-CLEAR FINISH	3313295	10/16/2007
MULTI-SIZE	3283134	08/21/2007
Design Only	3256438	06/26/2007
SIMPLY ELEGANT	3235325	04/24/2007
SIMPLY SOFT	3235193	04/24/2007
PERFECTLY STRONG	3178564	11/28/2006
Design Only	3125036	08/01/2006
WITH HYDRASORB	2979157	07/26/2005
WITH HYDRASORB TECHNOLOGY	2924277	02/01/2005
STRONG AND STURDY	2905067	11/23/2004
DESIGN SERIES	2862880	07/13/2004
SIZE-IT SHEETS	2813052	02/10/2004
TRULY SOFT	2116418	11/25/1997
TRULY TUFF	2116417	11/25/1997
SPA	0767589	03/31/1964
VELURE	0718943	07/25/1961