

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM865702

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Term Loan Notice and Confirmation of Grant of Security Interest in Trademarks
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Veritiv Operating Company		11/30/2023	Corporation: DELAWARE
Veritiv Publishing & Print Management, Inc.		11/30/2023	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Royal Bank of Canada
Street Address:	155 Wellington Street W.
City:	Toronto
State/Country:	ONTARIO
Postal Code:	M5V 3H1
Entity Type:	foreign bank: CANADA

PROPERTY NUMBERS Total: 60

Property Type	Number	Word Mark
Registration Number:	5428512	COMET
Registration Number:	5196212	COMET 30% RECYCLED
Registration Number:	4936006	COMET MULTI-PURPOSE
Registration Number:	2739130	DECATHLON
Registration Number:	1365576	ECONOSOURCE
Registration Number:	4838457	ECONOSOURCE
Registration Number:	7062924	ECOSCORE
Registration Number:	3304713	ENDURANCE
Registration Number:	5183035	GALAXY
Registration Number:	2823551	GALAXY OFFSET
Registration Number:	2853735	GALAXY OFFSET
Registration Number:	2000251	NORDIC
Registration Number:	3324671	NORDIC PLUS
Registration Number:	3261054	NORDIC+
Registration Number:	5541909	PACKAGING UNWRAPPED
Registration Number:	5541908	PACKAGING UNWRAPPED REVEALING NEW INSIGH

CH \$1515.00 5428512

Property Type	Number	Word Mark
Registration Number:	2287030	PARK AVENUE
Registration Number:	5315579	PRINTACUITY
Registration Number:	5192361	PRINTACUITY
Registration Number:	6471193	PUR VALUE
Registration Number:	5758045	RELIABLE BRAND
Registration Number:	4988407	RELIABLE BRAND
Registration Number:	5093882	RELIABLE BRAND
Registration Number:	4987788	RELIABLE BRAND
Registration Number:	7109281	RIGHT EDGE
Registration Number:	7109280	RIGHT EDGE
Registration Number:	7109279	RIGHT EDGE
Registration Number:	2721432	SAALFELD REDISTRIBUTION
Registration Number:	2126228	SEVILLE
Registration Number:	5728503	SG SPRING GROVE
Registration Number:	5692399	SG SPRING GROVE
Registration Number:	1805267	SIGNET
Registration Number:	5728502	SPRING GROVE
Registration Number:	4180018	SPRING GROVE
Registration Number:	3821616	SPRING GROVE
Registration Number:	0672502	STARBRITE
Registration Number:	5243134	STEEL BRAND
Registration Number:	3284331	STINGER
Registration Number:	5597391	TUFFLEX
Registration Number:	5145046	TUFFLEX
Registration Number:	5745720	TUFFLEX
Registration Number:	1559007	TUFFLEX
Registration Number:	2953498	U UNISOURCE
Registration Number:	3325554	U UNISOURCE
Registration Number:	1974039	U UNISOURCE
Registration Number:	3344969	UNISOURCE
Registration Number:	1381377	UNISOURCE U
Registration Number:	5443565	V VERITIV
Registration Number:	5443566	V VERITIV
Registration Number:	5413102	VERITIV
Registration Number:	5237401	VERITIV
Registration Number:	5237402	VERITIV
Registration Number:	5237403	VERITIV
Registration Number:	6035205	VIV

Property Type	Number	Word Mark
Registration Number:	5874601	VIV
Registration Number:	1295163	WEBSOURCE
Registration Number:	4819678	BD
Registration Number:	5041239	BULKLEY DUNTON
Registration Number:	3429226	GRAPHIC COMMUNICATIONS
Registration Number:	1772970	MATRIX

CORRESPONDENCE DATA

Fax Number: 2129096836
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: 212-909-6000
Email: trademarks@debevoise.com
Correspondent Name: Xiuna Lin, Esq.
Address Line 1: 66 Hudson Boulevard
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10001

NAME OF SUBMITTER:	Xiuna Lin
SIGNATURE:	/Xiuna Lin/
DATE SIGNED:	01/04/2024

Total Attachments: 10
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TERM LOAN NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of November 30, 2023, made by each of the parties party hereto (collectively, the "Grantors"), in favor of ROYAL BANK OF CANADA, as collateral agent for the Secured Parties (in such capacity, and together with its successors and assigns in such capacity, the "Agent") for the banks and other financial institutions (the "Lenders") that are parties to the Term Loan Credit Agreement, dated as of November 30, 2023 (as amended, amended and restated, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Agent, the Borrowers (as defined in the Credit Agreement) and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Borrowers are members of an affiliated group of companies that includes each Grantor; and

WHEREAS, in connection with the Credit Agreement, the Borrowers, the Grantors and the other parties thereto have executed and delivered a Term Loan Guarantee and Collateral Agreement, dated as of November 30, 2023 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), in favor of the Agent; and

WHEREAS, pursuant to the Security Agreement, each Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

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

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

SECTION 2. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by such Grantor

in the ordinary course of its business and Liens permitted under the Credit Agreement, pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all Trademarks now owned or at any time hereafter acquired by such Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

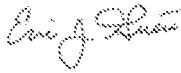
SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The words "execution", "signed", "signature" and words of like import in this Agreement or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures 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 or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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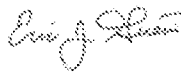
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

VERITIV OPERATING COMPANY

By: 

Name: Eric J. Guerin
Title: Senior Vice President and
Chief Financial Officer

VERITIV PUBLISHING & PRINT
MANAGEMENT, INC.

By: 



Name: Eric J. Guerin
Title: Senior Vice President and
Chief Financial Officer

ROYAL BANK OF CANADA,
as Agent







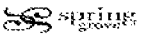

By: Casey Clark
Name: Casey Clark
Title: Manager, Agency Services




SCHEDULE I

Trademark Registrations

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>App./ Reg. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Veritiv Operating Company	USA	COMET	87626764/ 5428512	9/28/2017	3/20/2018
Veritiv Operating Company	USA	COMET 30% RECYCLED 	86682221/ 5196212	7/2/2015	5/2/2017
Veritiv Operating Company	USA	COMET MULTI- PURPOSE (and design) 	86682123/ 4936006	7/2/2015	4/12/2016
Veritiv Operating Company	USA	DECATHLON	78107980/ 2739130	2/11/2002	7/15/2003
Veritiv Operating Company	USA	ECONOSOURCE	73534846/ 1365576	4/29/1985	10/15/1985
Veritiv Operating Company	USA		86576209/ 4838457	3/25/2015	10/20/2015
Veritiv Operating Company	USA	ECOSCORE	90706366/ 7062924	5/12/2021	5/23/2023
Veritiv Operating Company	USA	ENDURANCE	78919592/ 3304713	6/29/2006	10/2/2007

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>App./ Reg. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Veritiv Operating Company	USA		86912669/ 5183035	2/18/2016	4/11/2017
Veritiv Operating Company	USA	GALAXY OFFSET	78250060/ 2823551	5/15/2003	3/16/2004
Veritiv Operating Company	USA	GALAXY OFFSET 	78250070/ 2853735	5/15/2003	6/15/2004
Veritiv Operating Company	USA	NORDIC	74523984/ 2000251	5/12/1994	9/10/1996
Veritiv Operating Company	USA	NORDIC PLUS	78966096/ 3324671	9/1/2006	10/30/2007
Veritiv Operating Company	USA	NORDIC+ 	78966084/ 3261054	9/1/2006	7/10/2007
Veritiv Operating Company	USA	PACKAGING UNWRAPPED	87357597/ 5541909	3/3/2017	8/14/2018
Veritiv Operating Company	USA	PACKAGING UNWRAPPED REVEALING NEW INSIGHTS INTO THE PACKAGING INDUSTRY 	87357591/ 5541908	3/3/2017	8/14/2018
Veritiv Operating Company	USA	PARK AVENUE	75359069/ 2287030	9/18/1997	10/19/1999
Veritiv Operating Company	USA	PRINTACUITY 	87357603/ 5315579	3/3/2017	10/24/2017
Veritiv Operating Company	USA	PRINTACUITY	86896307/ 5192361	2/3/2016	4/25/2017
Veritiv Operating Company	USA	PUR VALUE 	87574627/ 6471193	8/18/2017	8/31/ 2021

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>App./ Reg. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Company					
Veritiv Operating Company	USA	RELIABLE BRAND 	87140033/ 5758045	8/16/2016	5/21/2019
Veritiv Operating Company	USA	RELIABLE BRAND 	86811733/ 4988407	11/6/2015	6/28/2016
Veritiv Operating Company	USA	RELIABLE BRAND 	86789387/ 5093882	10/15/2015	12/6/2016
Veritiv Operating Company	USA	RELIABLE BRAND 	86789479/ 4987788	10/15/2015	6/28/2016
Veritiv Operating Company	USA	RIGHT EDGE	97246359/ 7109281	1/31/2022	7/11/2023
Veritiv Operating Company	USA	RIGHT EDGE 	97246357/ 7109280	1/31/2022	7/11/2023
Veritiv Operating Company	USA	RIGHT EDGE 	97246354/ 7109279	1/31/2022	7/11/2023
Veritiv Operating Company	USA	SAALFELD REDISTRIBUTION	78121036/ 2721432	4/11/2002	6/3/2003
Veritiv Operating Company	USA	SEVILLE	75103700/ 2126228	5/14/1996	12/30/1997
Veritiv Operating Company	USA	SG SPRING GROVE 	87424059/ 5728503	4/25/2017	4/16/2019
Veritiv Operating Company	USA	SG SPRING GROVE 	87424067/ 5692399	4/25/2017	3/5/2019
Veritiv Operating Company	USA	SIGNET	74271513/ 1805267	5/1/1992	11/16/1993

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>App./ Reg. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Veritiv Operating Company	USA	SPRING GROVE	87424055/ 5728502	4/25/2017	4/16/2019
Veritiv Operating Company	USA	SPRING GROVE	85126694/ 4180018	9/10/2010	7/24/2012
Veritiv Operating Company	USA	SPRING GROVE	77891106/ 3821616	12/11/2009	7/20/2010
Veritiv Operating Company	USA	STARBRITE	72026728/ 0672502	3/22/1957	1/13/1959
Veritiv Operating Company	USA	STEEL BRAND	86841416/ 5243134	12/7/2015	7/11/2017
Veritiv Operating Company	USA	STINGER	77007697/ 3284331	9/26/2006	8/28/2007
Veritiv Operating Company	USA	TUFFLEX	87724862/ 5597391	12/18/2017	10/30/2018
Veritiv Operating Company	USA	TUFFLEX	87016110/ 5145046	4/27/2016	2/21/2017
Veritiv Operating Company	USA	TUFFLEX	86506980/ 5745720	1/19/2015	5/7/2019
Veritiv Operating Company	USA	TUFFLEX	73729823/ 1559007	5/20/1988	10/3/1989
Veritiv Operating Company	USA	U UNISOURCE 	78268159/ 2953498	6/27/2003	5/17/2005
Veritiv Operating Company	USA	U UNISOURCE 	78268166/ 3325554	6/27/2003	10/30/2007
Veritiv Operating Company	USA	U UNISOURCE 	74477113/ 1974039	1/6/1994	5/14/1996
Veritiv Operating Company	USA	UNISOURCE	78268151/ 3344969	6/27/2003	11/27/2007

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>App./ Reg. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Veritiv Operating Company	USA	UNISOURCE U 	73551098/ 1381377	7/31/1985	2/4/1986
Veritiv Operating Company	USA	V VERITIV 	86369342/ 5443565	8/18/2014	4/10/2018
Veritiv Operating Company	USA	V VERITIV 	86369359/ 5443566	8/18/2014	4/10/2018
Veritiv Operating Company	USA	VERITIV	86281833/ 5413102	5/15/2014	2/27/2018
Veritiv Operating Company	USA	VERITIV	86281849/ 5237401	5/15/2014	7/4/2017
Veritiv Operating Company	USA	VERITIV	86281853/ 5237402	5/15/2014	7/4/2017
Veritiv Operating Company	USA	VERITIV	86281862/ 5237403	5/15/2014	7/4/2017
Veritiv Operating Company	USA	VIV	88365567/ 6035205	4/1/2019	4/14/2020
Veritiv Operating Company	USA	VIV	87023462/ 5874601	5/3/2016	10/1/2019
Veritiv Operating Company	USA	WEBSOURCE	73433643/ 1295163	7/8/1983	9/11/1984
Veritiv Publishing & Print Management, Inc.	USA	BD 	86432497/ 4819678	10/23/2014	9/22/2015
Veritiv Publishing & Print Management, Inc.	USA	BULKLEY DUNTON	87010458/ 5041239	4/22/2016	9/13/2016
Veritiv Publishing &	USA	APHIC COMMUNICA-	77034907/ 3429226	11/2/2006	5/20/2008

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>App./ Reg. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Print Management, Inc.		TIONS			
Veritiv Operating Company	USA	MATRIX	74312524/ 1772970	9/10/1992	4/25/1993