

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504335

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NORTH PACIFIC PAPER COMPANY, LLC		12/31/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ally Bank, as Agent		
Street Address:	300 Park Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Utah State Bank: UTAH		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5585237	NATURAL CHOICE 30	
Registration Number:	5580678	NATURAL CHOICE 30	
Serial Number:	87828017	ORCA OFFSET	
Serial Number:	87827978	ORCA ENVELOPE	
Serial Number:	87827915	ORCA COPY PAPER	
Serial Number:	87827884	ORCA COPY 30 PAPER	
Serial Number:	87827833	ORCA BOOK	
Registration Number:	5492821	BOLD FEARLESS BRIGHT	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Leslie Kirsner		

OP \$215.00 5585237

SIGNATURE:	/Leslie Kirsner/
DATE SIGNED:	01/03/2019
Total Attachments: 6 source=Ally-Norpac-Trademark security agreement to be filed with USPTO_0001#page1.tif source=Ally-Norpac-Trademark security agreement to be filed with USPTO_0001#page2.tif source=Ally-Norpac-Trademark security agreement to be filed with USPTO_0001#page3.tif source=Ally-Norpac-Trademark security agreement to be filed with USPTO_0001#page4.tif source=Ally-Norpac-Trademark security agreement to be filed with USPTO_0001#page5.tif source=Ally-Norpac-Trademark security agreement to be filed with USPTO_0001#page6.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

NORTH PACIFIC PAPER COMPANY, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 31, 2018

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Ally Bank, as Agent

Street Address: 300 Park Avenue, 4th Floor

City: New York

State: New York

Country: USA Zip: 10022

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Utah State Bank Citizenship Utah

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I attached

B. Trademark Registration No.(s)

See Schedule I attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Michael Violet

Internal Address: CT Corporation

Street Address: 4400 Easton Commons Way, Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: _____

Docket Number: _____

Email Address: MICHAEL.VIOLET@WOLTERSKLUEWER.COM

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Leslie Kirsner

Name of Person Signing

January 3, 2019

Date

Total number of pages including cover sheet, attachments, and document:

6

GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Security Agreement"), dated as of December 31, 2018, by the undersigned (the "Grantor"), in favor of ALLY BANK, as Agent.

WITNESSETH:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of November 1, 2016 (including all exhibits and schedules thereto and as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), by and among NP PAPER COMPANY, LLC, a Delaware limited liability company ("NP"), NORTH PACIFIC PAPER COMPANY, LLC, a Delaware limited liability company ("NORPAC"), NORPAC RESOURCES LLC, a Delaware limited liability company ("NORPAC Resources"), and together with NP and Norpac, jointly and severally, the "Borrowers" and each a "Borrower"), NP Paper Holdings, LLC, a Delaware limited liability company ("Holdings") and ALLY BANK, as Agent.

WHEREAS, the Grantor is required to execute and deliver to the Agent this Trademark Security Agreement for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and in the Security Agreement 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 shall have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As security for the payment and performance in full of the Secured Obligations, the Grantor hereby grants to the Agent and its successors and assigns, for the benefit of the Secured Parties, a continuing lien on and security interest in all of such Grantor's right, title and interest in, to and under any Trademarks and Trademark Licenses constituting Collateral owned by the Grantor, along with all goodwill associated therewith (collectively, the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising and wherever located, including all Trademarks set forth in Schedule I, provided that no lien or security interest shall be granted on any trademark or service mark consisting of an "intent to use" application until such time as an amendment to allege use in respect thereof has been accepted by the United States Patent and Trademark Office.

3. SECURITY AGREEMENT. The liens and security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, and not in limitation, of the liens and security interests granted to the Agent, for the benefit of the Secured Parties, as security for the payment and performance in full of the Secured Obligations, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the liens on and security interests in the Trademark Collateral

granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall control.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. The exchange of copies of this Trademark Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Trademark Security Agreement as to the parties hereto and may be used in lieu of the original Trademark Security Agreement and signature pages for all purposes.


5. TERMINATION OR RELEASE. This Trademark Security Agreement shall terminate and the liens and security interests granted hereby shall be automatically released in accordance with the provisions set forth in Section 10 of the Security Agreement.

6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank]

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.

NORTH PACIFIC PAPER COMPANY, LLC

By: 
Name: Tony Lee
Title: Secretary and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

ALLY BANK,
as Agent

By: _____
Name:
Title:

[Signature Page -- Grant of Security Interest in Trademarks]

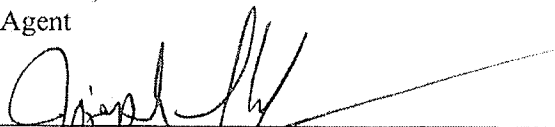
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NORTH PACIFIC PAPER COMPANY, LLC

By: _____
Name: Tony Lee
Title: Secretary and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:




ALLY BANK,
as Agent

By:  _____
Name: Joseph Skafrowsky
Title: Authorized Signatory

[Signature Page – Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006516 FRAME: 0504

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK APPLICATIONS AND REGISTRATIONS

Mark	Country	Status	Class	App No.	File Date	Reg. No.	Reg. Date	Registrant
 Natural Choice 30	United States	Registered	16	87827796	03/09/2018	5585237	10/16/2018	North Pacific Paper Company, LLC
NATURAL CHOICE 30	United States	Registered	16	87827754	03/09/2018	5580678	10/09/2018	North Pacific Paper Company, LLC
ORCA OFFSET	United States	Pending	16	87828017	3/09/2018			North Pacific Paper Company, LLC
ORCA ENVELOPE	United States	Pending	16	87827978	03/09/2018			North Pacific Paper Company, LLC
 ORCA COPY PAPER	United States	Pending	16	87827915	03/09/2018			North Pacific Paper Company, LLC
 ORCA COPY 30 PAPER	United States	Pending	16	87827884	03/09/2018			North Pacific Paper Company, LLC
ORCA BOOK	United States	Pending	16	87827833	03/09/2018			North Pacific Paper Company, LLC
BOLD FEARLESS BRIGHT	United States	Registered	16	87117033	07/26/2016	5492821	06/12/2018	North Pacific Paper Company, LLC

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