

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM632863

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900594509		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Montebello Container Company LLC		01/31/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 South Dearborn, 7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5071587	MONTEBELLO CONTAINER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1322562		
NAME OF SUBMITTER:	Elizabeth Wagenbach		
SIGNATURE:	/Elizabeth Wagenbach/		
DATE SIGNED:	03/18/2021		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT dated as of January 31, 2021 (this "Agreement"), between MONTEBELLO CONTAINER COMPANY LLC, a Delaware limited liability company (the "Grantor"), and JPMORGAN CHASE BANK, as Administrative Agent (the "Administrative Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of December 31, 2018 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among New-Indy Containerboard Hold Co LLC, a Delaware limited liability company ("Holdings"), New-Indy Containerboard LLC, a Delaware limited liability company (the "Holdco Borrower"), New-Indy Ontario LLC, a Delaware limited liability company (the "Ontario Borrower"), New-Indy Oxnard LLC, a Delaware limited liability company (the "Oxnard Borrower"), New-Indy Hartford City LLC, a Delaware limited liability company (the "Hartford City Borrower"), New-Indy Ivex LLC, a Delaware limited liability company (the "Ivex Borrower"), Carolina Container LLC, a Delaware limited liability company (the "Carolina Borrower"), New-Indy TriPAQ LLC, a Delaware limited liability company (the "TriPAQ Borrower"), New-Indy Catawba LLC, a Delaware limited liability company (the "Catawba Borrower"), New-Indy Holland LLC, a Delaware limited liability company (the "Holland Borrower"), Shoreline Container LLC, a Delaware limited liability company (the "Shoreline Borrower" and, together with the Holdco Borrower, the Ontario Borrower, the Oxnard Borrower, the Hartford City Borrower, the Ivex Borrower, the Carolina Borrower, the TriPAQ Borrower, the Catawba Borrower and the Holland Borrower, jointly and severally, the "Borrowers"), the Subsidiaries from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement dated as of December 31, 2018 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, the Borrowers, the Lenders and Issuing Banks party thereto and the Administrative Agent. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all Trademarks now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, including those listed on Schedule I (collectively, the "Trademark Collateral"); provided, however, for the avoidance of doubt, the Trademark

Collateral shall not include any assets or property of the Grantor described in Section 4.01(d) of the Collateral Agreement.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern. The words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to this Agreement and/or any documents to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries 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 page, physical delivery thereof or the use of a paper-based recording system, as the case may be. As used herein, “Electronic Signatures” means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

SECTION 4. Execution in Counterparts. This 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 to this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart thereof.

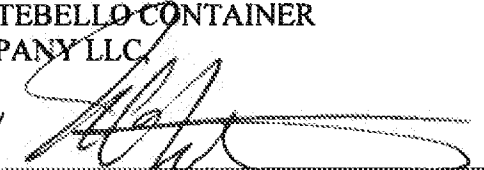
SECTION 5. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MONTEBELLO CONTAINER
COMPANY LLC

By



Name: Michael A. Quattromani
Title: Treasurer and Chief Financial
Officer

by

Name: Thomas E. Bennett
Title: Secretary

[Signature Page to Trademark Security Agreement]

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TRADEMARK
REEL: 007225 FRAME: 0075

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MONTEBELLO CONTAINER
COMPANY LLC,

By

Name: Michael A. Quattromani
Title: Treasurer and Chief Financial
Officer

by

Name: Thomas E. Bennett
Title: Secretary



[Signature Page to Trademark Security Agreement]

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TRADEMARK
REEL: 007225 FRAME: 0076

JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

by *Thomas W. Harrison*

Thomas W. Harrison
Executive Director

[Signature Page to Trademark Security Agreement]

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TRADEMARK
REEL: 007225 FRAME: 0077

Schedule I

Trademarks and Trademark Applications

<u>Trademark</u>	<u>Registered Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>
Montebello Container	Montebello Container Company LLC	5071587	11/1/2016

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