

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI90783

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TWIN RIVERS PAPER COMPANY LLC		03/12/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	CITIZENS BANK, N.A.		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: MASSACHUSETTS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6932402	TWINCOTE	
Registration Number:	6932392	TWINBOOK	
Registration Number:	6932345	ECODASH	
Registration Number:	6932271	ECOPOP	
Registration Number:	7208408	EMBRACE	
CORRESPONDENCE DATA			
Fax Number:	6175025002		
<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:	6172485000		
Email:	PATENTDOCKET@CHOATE.COM		
Correspondent Name:	Choate, Hall & Stewart LLP		
Address Line 1:	Two International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2010204-0056		
NAME OF SUBMITTER:	CAROLINE LAWLOR		
SIGNATURE:	CAROLINE LAWLOR		
DATE SIGNED:	03/14/2024		

OP \$140.00.00 97351708

Total Attachments: 5

source=Citizens - Twin Rivers (Fourth Amendment) - U.S. Trademark Security Agreement Supplement#page1.tif

source=Citizens - Twin Rivers (Fourth Amendment) - U.S. Trademark Security Agreement Supplement#page2.tif

source=Citizens - Twin Rivers (Fourth Amendment) - U.S. Trademark Security Agreement Supplement#page3.tif

source=Citizens - Twin Rivers (Fourth Amendment) - U.S. Trademark Security Agreement Supplement#page4.tif

source=Citizens - Twin Rivers (Fourth Amendment) - U.S. Trademark Security Agreement Supplement#page5.tif

U.S. TRADEMARK SECURITY AGREEMENT SUPPLEMENT

U.S. TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of March 12, 2024 (as amended, restated, supplemented or otherwise modified, this “Supplement”), between **TWIN RIVERS PAPER COMPANY LLC**, a Delaware limited liability company (the “Grantor”) and **CITIZENS BANK, N.A.**, a national banking association, as Administrative Agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Credit Agreement, dated as of July 29, 2022, among (i) the Grantor (together with any other U.S. Subsidiary that becomes a party thereto as a U.S. Borrower, individually and collectively, the “U.S. Borrower”), (ii) **TWIN RIVERS PAPER CORPORATION**, an unlimited company organized under the laws of Nova Scotia, Canada (formerly known (prior to its continuance to Nova Scotia) as Twin Rivers Paper Company Inc., a corporation organized under the laws of Ontario, Canada, “Twin Rivers Paper Company Canada”), (iii) **TWIN RIVERS PULP LTD.**, a company limited by shares organized under the laws of Nova Scotia, Canada (“Pulpc”), and together with Twin Rivers Paper Company Canada and any other Subsidiary of Twin Rivers Paper Company Canada that becomes a party thereto as a Canadian Borrower, individually and collectively, “Canadian Borrower”), (iv) **TWIN RIVERS PAPER COMPANY US HOLDCO LLC**, a Delaware limited liability company (“U.S. Holdco”), (v) the other U.S. Guarantors party thereto, (vi) **TWIN RIVERS HOLDINGS PARTNERS**, a New Brunswick general partnership (“Twin Rivers Canada”), and certain other Affiliates and Subsidiaries of Twin Rivers Paper Company Canada organized under the laws of Canada (or any province thereof) from time to time parties thereto as Guarantors (together with Twin Rivers Canada, “Canadian Guarantors”), (vii) the Lenders party thereto and (viii) the Administrative Agent (as the same has been amended pursuant to that certain First Amendment to Credit Agreement dated as of October 25, 2022, that certain Second Amendment to Credit Agreement and Consent dated as of January 27, 2023, that certain Third Amendment to Credit Agreement and First Amendment to U.S. Security Agreement dated as of June 16, 2023, and that certain Fourth Amendment to Credit Agreement dated as of March 12, 2024, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), and (b) the U.S. Pledge and Security Agreement, dated as of July 29, 2022, by and among the Grantors party thereto and the Administrative Agent (as the same has been amended pursuant to that certain Third Amendment to Credit Agreement and First Amendment to U.S. Security Agreement dated as of June 16, 2023 and as may be further amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”)

Pursuant to the Credit Agreement and the Security Agreement, the Grantor, among others, has (i) executed and delivered to the Administrative Agent that certain U.S. Trademark Security Agreement, dated as of July 29, 2022, by and among, among others, the Grantor and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) and (ii) granted to the Administrative Agent a security interest in the Additional Trademark Collateral (as defined below) of the Grantor and has agreed as a condition thereof to execute this Supplement for recording with the U.S. Patent and Trademark Office.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Supplement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.
2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all such

Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Additional Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in the United States of America or any other country, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Additional Trademarks"),

(b) all reissues, continuations, extensions and renewals thereof and amendments thereto,

(c) all goodwill associated therewith or symbolized by any of the foregoing,

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

3 Security 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 Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional Trademark Collateral are more fully set forth in the Security 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 Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

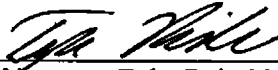
4 Counterparts. This Supplement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Supplement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Supplement.

5. Governing Law. This Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.


[Signature pages follow]

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

TWIN RIVERS PAPER COMPANY LLC

By: 
Name: Tyler Rajeski
Title: President and Chief Financial Officer

**CITIZENS BANK, N.A., as Administrative
Agent**

By: 
Name: Monirah J. Masud
Title: Senior Vice President

SCHEDULE I

TRADEMARKS

US TRADEMARKS

Registrations:

Company	Trademark	Status	Serial Number	Filing Date	Registration Number	Registration Date
Twin Rivers Paper Company LLC	TWINCOTE	Registered	97351708	April 7, 2022	6932402	December 20, 2022
Twin Rivers Paper Company LLC	TWINBOOK	Registered	97269749	Feb. 16, 2022	6932392	December 20, 2022
Twin Rivers Paper Company LLC	ECODASH	Registered	97078797	Oct 18, 2021	6932345	December 20, 2022
Twin Rivers Paper Company LLC	ECOPOP	Registered	97024154	Sept 13, 2021	6932271	December 20, 2022
Twin Rivers Paper Company LLC	EMBRACE	Registered	97023935	Sept 13, 2021	7208408	October 31, 2023