

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT																														
NATURE OF CONVEYANCE:	PATENT COLLATERAL AGREEMENT																														
CONVEYING PARTY DATA																															
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>APPVION, INC.</td> <td>11/19/2013</td> </tr> <tr> <td>PAPERWEIGHT DEVELOPMENT CORP.</td> <td>11/19/2013</td> </tr> </tbody> </table>		Name	Execution Date	APPVION, INC.	11/19/2013	PAPERWEIGHT DEVELOPMENT CORP.	11/19/2013																								
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<table border="1"> <tr> <td>Name:</td> <td>JEFFERIES FINANCE LLC</td> </tr> <tr> <td>Street Address:</td> <td>520 MADISON AVENUE, 19TH FLOOR</td> </tr> <tr> <td>City:</td> <td>NEW YORK</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10022</td> </tr> </table>		Name:	JEFFERIES FINANCE LLC	Street Address:	520 MADISON AVENUE, 19TH FLOOR	City:	NEW YORK	State/Country:	NEW YORK	Postal Code:	10022																				
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Patent Number:	8242056
Patent Number:	8551935
Application Number:	13483386
Application Number:	61836017
Application Number:	61838459
Application Number:	14051906

CORRESPONDENCE DATA

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 Address Line 1: PROSKAUER ROSE LLP
 Address Line 2: ELEVEN TIMES SQUARE
 Address Line 4: NEW YORK, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	40767-106
NAME OF SUBMITTER:	JENIFER DEWOLF PAINE
Signature:	/Jenifer deWolf Paine/
Date:	11/21/2013

Total Attachments: 5
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**PATENT COLLATERAL AGREEMENT
(SHORT-FORM)**

PATENT COLLATERAL AGREEMENT (this "**Agreement**"), dated as of November 19, 2013, made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of Jefferies Finance LLC as Administrative Agent (in such capacity, the "Administrative Agent"), parties to the Credit Agreement, dated as of June 28, 2013 (as amended by that certain First Amendment to Credit Agreement dated as of November 11, 2013 and as further amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), among Appvion, Inc., a Delaware corporation (the "Borrower"), Paperweight Development Corp., a Wisconsin corporation ("Holdings"), the Administrative Agent, Fifth Third Bank as Revolver Agent, Swing Line Lender and L/C Issuer, KeyBank National Association as Documentation Agent, and the Lenders.

Reference is made to the Guarantee and Collateral Agreement dated as of June 28, 2013 (as amended, supplemented or otherwise modified from time to time, the "**Collateral Agreement**"), among the Grantors and the Administrative Agent. Borrower and each of the other Grantors will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. 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 Collateral Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to and in accordance with the Collateral Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Lenders, a security interest in, all right, title and interest of each such Grantor in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Patent Collateral**") provided that no security interest shall attach to any such Patent Collateral if and for so long as the grant of such security interest would result in the abandonment, invalidation, unenforceability or termination of such Patent Collateral; and provided further that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation, unenforceability or termination shall be remedied:

- (i) all letters patent of the United States, all reissues and extensions thereof, including, without limitation, any of the foregoing referred to in Schedule I,
- (ii) all applications for letters patent of the United States and all reissues, extensions, renewals, reexaminations, divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule I and (iii) all rights corresponding thereto throughout the world including rights to obtain any reissues or extensions of the foregoing.

It is the intent of the parties that this Agreement grants a security interest in the Patent Collateral and is not intended to be, and shall not be deemed to be, an assignment of the Patent Collateral.

Section 3. Termination. This Agreement is made to secure the satisfactory performance and payment of the Obligations. This Agreement and the security interests granted hereby shall terminate with respect to all of a Grantor's Obligations and any Lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of such Grantor's obligations thereunder. The Administrative Agent shall, in connection with any termination or release herein or under the Collateral Agreement, execute and deliver to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Patent Collateral acquired under this Agreement. Additionally, upon such satisfactory performance or payment, the Administrative Agent shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Patent Collateral.


Section 4. Supplement to the 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. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent Collateral and other similar 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.

Section 5. Entire Agreement. This Agreement, along with the Collateral Agreement, sets forth the entire understanding of the parties with respect to the Patent Collateral. Except as expressly provided herein, the Collateral Agreement is not modified or otherwise affected hereby and remains in full force and effect.

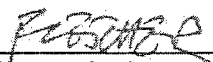
[Signatures on following page]

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

PAPERWEIGHT DEVELOPMENT CORP.,
a Wisconsin corporation

By: 
Name: Jeffery J. Fletcher
Title: Vice President and Controller

APPVION, INC.,
a Delaware corporation

By: 
Name: Jeffery J. Fletcher
Title: Vice President and Controller

First Lien Patent Collateral Agreement

JEFFERIES FINANCE LLC, as Administrative Agent

By: 

Name:

J. PAUL MC DANIEL

Title:

MANAGING DIRECTOR

First Lien Patent Collateral Agreement

**Schedule I to
Patent Collateral Agreement (Short-Form)**

U.S. Issued Patents and Patent Applications:

Patents US				
Docket	Serial	Patent Number	Issue Date	Filing Date
6438	08/214,250	5,873,464	23-Feb-1999	17-Mar-1994
6438 DIV	09/197,502	6,038,834	21-Mar-2000	23-Nov-1998
6492	09/870,886	6,368,455	09-Apr-2002	31-May-2001
6492A	10/097,766	6,531,032	11-Mar-2003	14-Mar-2002
6492B	10/098,088	6,582,556	24-Jun-2003	14-Mar-2002
6468	09/824,669	6,660,687	09-Dec-2003	04-Apr-2001
6494	10/113,077	7,074,466	11-Jul-2006	01-Apr-2002
6510	11/051,744	7,122,503	17-Oct-2006	28-Mar-2005
6519	11/036,042	7,183,928	27-Feb-2007	18-Jan-2005
6594	11/201,528	7,294,724	13-Nov-2007	11-Aug-2005
6568	11/436,317	7,736,695	15-Jun-2010	18-May-2006
6568	11/436,496	7,803,422	28-Sep-2010	18-May-2006
6495	10/115,947	7,811,644	12-Oct-2010	05-Apr-2001
6611	12/010,190	7,829,258	09-Nov-2010	22-Jan-2008
6624	12/587,669	8,242,056	14-Aug-2012	09-Oct-2009
6618 DIV	13/307,085	8,551,935	08-Oct-2013	30-Nov-2011

Patent Applications US		
Docket	Application Number	Filing Date
6628	13/483,386	30-May-2012
6646	61/836017	17-Jun-2013
6647	61/838,459	24-Jun-2013
6660	14/051,906	11-Oct-2013

Canadian Patents and Patent Applications:

Patents Canada		
Patent Number	Issue Date	Filing Date
CA 2602246	10-Sep-2013	28-Feb-2006
CA 2218632	24-Aug-2004	20-Oct-1997
CA 2226825	06-Jun-2006	13-Jan-1998