

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3001084

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
EXPERA SPECIALTY SOLUTIONS, LLC		08/28/2014
RECEIVING PARTY DATA		
Name:	BANK OF AMERICA, N.A., AS AGENT	
Street Address:	901 MAIN STREET, 14TH FLOOR	
Internal Address:	MAIL CODE: TX1-492-14-11	
City:	DALLAS	
State/Country:	TEXAS	
Postal Code:	75202	
PROPERTY NUMBERS Total: 21		
Property Type	Number	
Patent Number:	8822035	
Patent Number:	8741366	
Patent Number:	8337919	
Patent Number:	8252144	
Patent Number:	8251277	
Patent Number:	8133353	
Patent Number:	8124919	
Patent Number:	8080271	
Patent Number:	8071191	
Patent Number:	8067087	
Patent Number:	7947644	
Patent Number:	7943566	
Patent Number:	7935201	
Patent Number:	7642490	
Patent Number:	7601375	
Patent Number:	7547649	
Patent Number:	7316839	
Patent Number:	7189308	
Patent Number:	7176151	
Patent Number:	7067781	
		PATENT

Property Type	Number
Patent Number:	6966972

CORRESPONDENCE DATA

Fax Number: (919)286-8199

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: 919 286-8000

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Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 430 DAVIS DRIVE

Address Line 2: SUITE 500

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	017625-4901
NAME OF SUBMITTER:	JOHN E. SLAUGHTER
SIGNATURE:	/John E. Slaughter/
DATE SIGNED:	08/28/2014

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of August 28, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Bank of America, N.A., as administrative agent (in such capacity, together with its successors and permitted assigns in such capacity, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 28, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Specialty Papers Acquisition, LLC, a Delaware limited liability company ("Holdings"), Expera Specialty Solutions, LLC, a Delaware limited liability company (the "Borrower"), the other Loan Parties party thereto, the Lenders from time to time party thereto and Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to the Credit Agreement, to guarantee the Secured Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at state maturity, by acceleration or otherwise) of its respective Secured Obligations, hereby grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following now owned or at any time hereafter acquired by such Grantor or in which a Grantor now has or at any time in the future may acquire any right, title or interests (collectively, but excluding any Excluded Property, the "Patent Collateral"):

(a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

provided, however, notwithstanding the foregoing, no Lien or security interest is hereby granted on (and the definition of "Collateral" shall not include) any Excluded Property.

Section 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

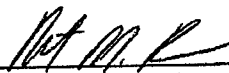
Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without regard to conflict of laws principles thereof that would result in the application of any law other than the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

EXPERA SPECIALTY SOLUTIONS, LLC,
as Grantor

By: 
Name: Robert M. McNutt
Title: Chief Financial Officer

EXPERA SPECIALTY SOLUTIONS, LLC
PATENT SECURITY AGREEMENT

PATENT
REEL: 033647 FRAME: 0290

ACCEPTED AND AGREED
as of the date first written:

BANK OF AMERICA, N.A.,
as Agent

By: 

Name: Frank Byrne

Title: Senior Vice President

EXPERA SPECIALTY SOLUTIONS, LLC
PATENT SECURITY AGREEMENT

PATENT
REEL: 033647 FRAME: 0291

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Expera Specialty Solutions, LLC
(Delaware Limited Liability Company)

U.S. Patents

Issued Patents

Title	Patent No.	Issue Date
EURACAMIDE-COATED PAPER FOR TRANSFER OF SLIP AGENT	8822035	09/02/14
TREATED PAPER PRODUCT, COMBINATION FOOD AND TREATED PAPER PRODUCT, AND METHODS FOR MANUFACTURING AND USING TREATED PAPER PRODUCT	8741366	06/03/14
TREATED PAPER PRODUCT, COMBINATION FOOD AND TREATED PAPER PRODUCT, AND METHODS FOR MANUFACTURING AND USING TREATED PAPER PRODUCT	8337919	12/25/12
FLAME RESISTANT PAPER PRODUCT AND METHOD FOR MANUFACTURING	8252144	08/28/12
THERMAL SLEEVE, METHOD FOR MANUFACTURING A THERMAL SLEEVE, AND COMBINATION CUP AND THERMAL SLEEVE	8251277	08/28/12
CREPED PAPER PRODUCT	8133353	03/13/12
SINGLE PLY PAPER PRODUCT, METHOD FOR MANUFACTURING, AND ARTICLE	8124919	02/28/12
FOOD INTERLEAVER, METHOD FOR IMPARTING FLAVOR TO FOOD PRODUCT, AND COMBINATION FOOD PRODUCT AND FOOD INTERLEAVER	8080271	12/20/11
REINFORCED PACKAGING WEBS	8071191	12/06/11
HEAT SEAL ADHESIVE PAPER PRODUCT, METHOD FOR MANUFACTURING, AND LAMINATE PRODUCT	8067087	11/29/11
DRYER SHEET AND METHODS FOR MANUFACTURING AND USING A DRYER SHEET	7947644	05/24/11
DRYER SHEET AND METHODS FOR MANUFACTURING AND USING A DRYER SHEET	7943566	05/17/11
NON-SLIP MASKING PRODUCT, AND METHODS	7935201	05/03/11
SINGLE PLY PAPER PRODUCT, METHOD FOR MANUFACTURING, AND ARTICLE	7642490	01/05/10
FOOD INTERLEAVER, METHOD FOR IMPARTING FLAVOR TO FOOD PRODUCT, AND COMBINATION FOOD PRODUCT AND FOOD INTERLEAVER	7601375	10/13/09
LAMINATE PRODUCT, METHOD FOR MANUFACTURING, AND ARTICLE	7547649	06/16/09
REINFORCED PACKAGING WEBS AND METHOD	7316839	01/08/08
TREATED PAPER PRODUCT, COMBINATION FOOD	7189308	03/13/07

AND TREATED PAPER PRODUCT, AND METHODS FOR MANUFACTURING AND USING TREATED PAPER PRODUCT		
LAMINATE PRODUCT, METHOD FOR MANUFACTURING, AND ARTICLE	7176151	02/13/07
SINGLE PLY PAPER PRODUCT, METHOD FOR MANUFACTURING, AND ARTICLE	7067781	06/27/06
COATING COMPOSITION, PAPER PRODUCT HAVING FLEXIBLE COATING AND METHOD FOR MANUFACTURING A PAPER PRODUCT	6966972	11/22/05

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