

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3374321

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PAPERWEIGHT DEVELOPMENT CORP.	05/29/2015
APPVION, INC.	05/29/2015
RECEIVING PARTY DATA	
Name:	U.S. BANK NATIONAL ASSOCIATION
Street Address:	60 LIVINGSTON AVENUE
City:	ST. PAUL
State/Country:	MINNESOTA
Postal Code:	55107
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	8916496
Patent Number:	8916497
Patent Number:	8715544
Patent Number:	8796381
Application Number:	14104307
Application Number:	14136663
Application Number:	14307171
Application Number:	14304371
Application Number:	14316107
Application Number:	14488829
Application Number:	14505047
Application Number:	14599014
CORRESPONDENCE DATA	
Fax Number:	(215)656-2498
<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:	215-656-3381
Email:	pto.phil@dlapiper.com
Correspondent Name:	IP GROUP OF DLA PIPER LLP (US)
Address Line 1:	ONE LIBERTY PLACE

PATENT

Address Line 2:	1650 MARKET ST. SUITE 4900
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	APV-1-B (381646-14)
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NAME OF SUBMITTER:	WILLIAM L. BARTOW
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SIGNATURE:	/williamlbartow/
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DATE SIGNED:	05/29/2015
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Total Attachments: 5

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SECOND LIEN PATENT COLLATERAL AGREEMENT

SECOND LIEN PATENT COLLATERAL AGREEMENT (this "Agreement"), dated May 29, 2015 and effective *nunc pro tunc* as of November 19, 2013, (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by Appvion, Inc., a Delaware corporation (the "Company") and Paperweight Development Corp., a Wisconsin corporation ("Holdings", and together with the Company and any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of U.S. Bank National Association, as collateral agent (in such capacity and together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties.

WHEREAS, the Company, Holdings, the guarantors party thereto and U.S. Bank National Association, as trustee, have entered into an Indenture, dated as of November 19, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), and pursuant thereto, the Company is issuing, and the guarantors party thereto are guaranteeing, \$250,000,000 in aggregate principal amount of 9.000% Second Lien Notes due 2020 (the "Notes");

WHEREAS, as a condition precedent to the obligations of the initial purchasers of the Notes to purchase the Notes, the Grantors have entered into that certain Second Lien Collateral Agreement dated as of November 19, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Grantors and the Collateral Agent; and

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted to the Collateral Agent a second lien security interest in, among other property, certain intellectual property of the Grantors.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees 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 Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a second lien 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 second lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of such Grantor's Obligations thereunder. The Collateral 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 Collateral 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 Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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: FLETCHER
Name: JEFFREY FLETCHER
Title: VP CONTROLLER

APPVION, INC.,
a Delaware corporation

By: FLETCHER
Name: JEFFREY FLETCHER
Title: VP CONTROLLER

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: **STEVEN F. POSTO**
Title: **VICE PRESIDENT**

**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
6660	14/051,906	8,916,496	23-Dec-2014	11-Oct-2013
6665	14/264,516	8,916,497	23-Dec-2014	29-Apr-2014
6635	12/973,175	8,715,544	6-May-2014	20-Dec-2010
6572A	13/235,357	8,796,381	05-Aug-2014	17-Sep-2011

Patent Applications US		
Docket	Application Number	Filing Date
6651	14/104,307	12-Dec-2013
6654	14/136,663	20-Dec-2013
6655	14/307,171	17-Jun-2014
6646	14/304,371	13-Jun-2014
6647	14/316,107	26-Jun-2014
6662	14/488,829	17-Sep-2014
6667	14/505,047	02-Oct-2014
6671	14/599,014	16-Jan-2015

Canadian Patents and Patent Applications:

Patents Canada		
Patent Number	Issue Date	Filing Date
CA 2578694	25-Feb-2014	31-Aug-2005