

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6056061

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
VERITIV OPERATING COMPANY F/K/A UNISOURCE WORLDWIDE, INC.	04/09/2020
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A.
Street Address:	300 GALLERIA PARKWAY
Internal Address:	SUITE 800
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30339
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	16052248
Application Number:	62942412
Application Number:	62935996
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:	4155911000
Email:	TrademarksCH@winston.com
Correspondent Name:	BECKY L. TROUTMAN, WINSTON & STRAWN LLP
Address Line 1:	101 CALIFORNIA STREET
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111
NAME OF SUBMITTER:	BECKY L. TROUTMAN
SIGNATURE:	/Becky L. Troutman/
DATE SIGNED:	04/10/2020
Total Attachments: 5	
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NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS (the "Agreement"), dated as of April 9, 2020 made by VERITIV OPERATING COMPANY (formerly known as Unisource Worldwide, Inc.), a Delaware corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., as administrative agent and as ABL collateral agent (the "Agent") for itself and the several banks and other financial institutions (the "Lenders") that are parties to the ABL Credit Agreement, dated as of July 1, 2014 (as amended as of August 11, 2016 and as amended and restated as of April 9, 2020, and as further amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among Veritiv Corporation, the Grantor, Veritiv Canada, Inc., the Agent and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the U.S. Granting Parties have executed and delivered an Amended and Restated U.S. Guarantee and Collateral Agreement, dated as of April 9, 2020, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Patents; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Patents granted by the Grantor in the ordinary course of its business, pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Patents of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Patents, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Patent Licenses with Persons other than Holding, a Subsidiary of Holding, the Parent Borrower, a Restricted Subsidiary or an Affiliate

thereof for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Patent Licenses (in each case, except to the extent that, pursuant to the Code and any other applicable law, the granting of security interests therein can be made without resulting in a breach, default or termination of such Patent License).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

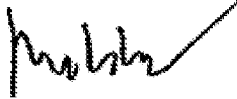
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Patents are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date and year first written above.

VERITIV OPERATING COMPANY

By: 

Name: Mark W. Hianik
Title: Senior Vice President,
General Counsel and
Corporate Secretary

BANK OF AMERICA, N.A.,
as Agent

By:  _____

Name: Todd Tarrance

Title: Senior Vice President

SCHEDULE I

Patents

Jurisdiction	Title	Patent #	Issue Date	Appl. #	Appl. Date	Owner
US	Container Assembly with Syringe			16/052248	01-Aug-2018	Veritiv Operating Company
US	Carton With Integrated Partition And Related Methods			62/942,412	Dec 2, 2019	Veritiv Operating Company
US	Multi-Layer Bag			62/935,996	Nov 15, 2019	Veritiv Operating Company