

PATENT ASSIGNMENT COVER SHEET

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Assignment ID: PATI608629

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
JPMORGAN CHASE BANK, N.A.	11/01/2024
RECEIVING PARTY DATA	
Company Name:	CLEARWATER PAPER TISSUE, LLC
Street Address:	601 W Riverside Ave
Internal Address:	Suite 1100
City:	Spokane
State/Country:	WASHINGTON
Postal Code:	99201
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	D683971
Patent Number:	D683970
Patent Number:	D683969
Patent Number:	D681962
Patent Number:	D681961
Patent Number:	D681960
Patent Number:	D660011
Patent Number:	D660010
Patent Number:	D660009
Patent Number:	D824180
CORRESPONDENCE DATA	
Fax Number:	7037707901
<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:	(703)770-7900
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ATTORNEY DOCKET NUMBER:	021781-0000053 CLW PATENT
NAME OF SUBMITTER:	Cynthia Stroesser
SIGNATURE:	Cynthia Stroesser
DATE SIGNED:	11/04/2024
Total Attachments: 4 source=021781-0000053_CLW_PATENT_PARTIAL_RELEASE#page1.tiff source=021781-0000053_CLW_PATENT_PARTIAL_RELEASE#page2.tiff source=021781-0000053_CLW_PATENT_PARTIAL_RELEASE#page3.tiff source=021781-0000053_CLW_PATENT_PARTIAL_RELEASE#page4.tiff	

NOTICE OF PARTIAL RELEASE OF SECURITY INTEREST IN PATENTS

This NOTICE OF PARTIAL RELEASE OF SECURITY INTEREST IN PATENTS (“Partial Release”) is made as of November 1, 2024, by JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the ABL Guarantee and Collateral Agreement referred to below), in favor of CLEARWATER PAPER TISSUE, LLC, a Delaware limited liability company (as successor-in-interest to Clearwater Paper Corporation with respect to the Released Patent Collateral as set forth on Schedule I attached hereto, the “Grantor”).

WITNESSETH:

WHEREAS, pursuant to (i) the ABL Credit Agreement, dated as of July 26, 2019, by and among CLEARWATER PAPER CORPORATION, a Delaware corporation (the “Borrower”), certain subsidiaries of the Borrower, the banks and financial institutions from time to time party thereto as lenders, and the Administrative Agent (as amended by the First Amendment to ABL Credit Agreement dated as of August 7, 2020, the Second Amendment to ABL Credit Agreement dated as of April 21, 2022, the Third Amendment to ABL Credit Agreement dated as of November 7, 2022, the Fourth Amendment to ABL Credit Agreement dated as of October 27, 2023, the Fifth Amendment to ABL Credit Agreement and Omnibus Amendment dated as of May 1, 2024 (the “Fifth Amendment”), and as may be further amended or otherwise modified, the “ABL Credit Agreement”), (ii) the ABL Guarantee and Collateral Agreement, dated as of July 26, 2019, by and among the Grantor, certain subsidiaries of the Grantor, and the Administrative Agent (as amended by the First Amendment to ABL Guarantee and Collateral Agreement dated as of October 27, 2023, as amended by the Fifth Amendment and as may be further amended or otherwise modified, the “ABL Guarantee and Collateral Agreement”), and (iii) that certain ABL Patent Security Agreement, dated as of July 26, 2019 (the “ABL Patent Security Agreement”), between the Administrative Agent and the Grantor, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations, the Grantor pledged and granted to the Administrative Agent for the ratable benefit of the Secured Parties a continuing security interest in and to all of the Grantor’s right, title and interest in the Patents listed on Schedule A attached thereto (the “Patent Collateral”);

WHEREAS, the ABL Patent Security Agreement was recorded with the United States Patent and Trademark Office on December 7, 2020 at Reel 054623, Frame 0231;

WHEREAS, the Patent Collateral included, among other things, the Patents of the Grantor listed on Schedule I attached hereto (the “Released Patent Collateral”); and

WHEREAS, the Grantor has requested and the Administrative Agent has agreed to release its security interest solely in the Released Patent Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Partial Release, the Administrative Agent hereby agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Partial Release, including its preamble and recitals, have the meanings provided or provided by reference in the ABL Credit Agreement, the ABL Guarantee and Collateral Agreement or the ABL Patent Security Agreement, as applicable.

2. Release of Security Interest in Released Patent Collateral. The Administrative Agent, without recourse, representation or warranty of any kind, on behalf of itself and the Secured Parties, hereby releases, terminates, discharges, and cancels its security interest in and to the Released Patent Collateral, arising under the ABL Patent Security Agreement and the ABL Guarantee and Collateral Agreement, as applicable.

3. Partial Release. This Partial Release is applicable only and solely with respect to the Released Patent Collateral and to no other Patent Collateral arising under the ABL Patent Security Agreement or the ABL Guarantee and Collateral Agreement, as applicable. Except as expressly modified hereby, the ABL Patent Security Agreement and the ABL Guarantee and Collateral Agreement shall remain in full force and effect, each in accordance with the provisions thereof on the date thereof.

4. Further Assurances. The Administrative Agent agrees to execute and deliver all further instruments and documents, and take any other actions, reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively evidence the release contemplated by this Partial Release.

5. Recordation. The Administrative Agent, at the Grantor's sole cost and expense, hereby authorizes and requests that the Commissioner for Patents of the United States Patent and Trademark Office record this Partial Release.


6. Execution in Counterparts. This Partial Release may be executed in counterparts (and by different parties hereto on 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 Partial Release by telecopy or electronic transmission shall be effective as delivery of a manually executed counterpart of this Partial Release.

7. Governing Law. This Partial Release shall be construed in accordance with and governed by the law of the State of New York.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Partial Release to be executed by its authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: 
Name: KEVIN P. WALSH
Title: AUTHORIZED OFFICER

[SIGNATURE PAGE TO NOTICE OF PARTIAL RELEASE OF SECURITY INTEREST IN PATENTS]

Schedule I

United States Patents and Patent Applications

Registered owner / Grantor	Patent Title	Patent No. or Application No.
Clearwater Paper Tissue, LLC (as successor-in-interest to Clearwater Paper Corporation)	Paper product	D683971
Clearwater Paper Tissue, LLC (as successor-in-interest to Clearwater Paper Corporation)	Paper product	D683970
Clearwater Paper Tissue, LLC (as successor-in-interest to Clearwater Paper Corporation)	Paper product	D683969
Clearwater Paper Tissue, LLC (as successor-in-interest to Clearwater Paper Corporation)	Embossed paper product	D681962
Clearwater Paper Tissue, LLC (as successor-in-interest to Clearwater Paper Corporation)	Embossed paper product	D681961
Clearwater Paper Tissue, LLC (as successor-in-interest to Clearwater Paper Corporation)	Embossed paper product	D681960
Clearwater Paper Tissue, LLC (as successor-in-interest to Clearwater Paper Corporation)	Embossed paper product	D660011
Clearwater Paper Tissue, LLC (as successor-in-interest to Clearwater Paper Corporation)	Embossed paper product	D660010
Clearwater Paper Tissue, LLC (as successor-in-interest to Clearwater Paper Corporation)	Embossed paper product	D660009
Clearwater Paper Tissue, LLC (as successor-in-interest to Clearwater Paper Corporation)	Paper product with embossing pattern	D824180