### 900242656 12/28/2012

### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly Execution Date Entity Type		Entity Type
HANCHETT PAPER COMPANY		12/28/2012	CORPORATION: ILLINOIS

### **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A.	
Street Address:	2000 South Naperville Road, Floor 2	
City:	Wheaton	
State/Country:	ILLINOIS	
Postal Code:	60189	
Entity Type:	National Banking Association: UNITED STATES	

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	76458564	SHORREXPRESS
Serial Number:	78622059	METAL MONEY

#### **CORRESPONDENCE DATA**

**Fax Number**: 6173417701

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 6173417729

Email: kschmidt@morganlewis.com

Correspondent Name: Katarzyna Schmidt

Address Line 1: 225 Franklin Street, 16th Floor

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Katarzyna Schmidt
Signature:	/Katarzyna Schmidt/

Date: 12/28/2012

TRADEMARK REEL: 004931 FRAME: 0447 D \$65.00 76458

## Total Attachments: 5

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TRADEMARK REEL: 004931 FRAME: 0448

#### TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 28th day of December, 2012 by HANCHETT PAPER COMPANY, an Illinois corporation (the "Company or the "Grantor") in favor of JPMORGAN CHASE BANK, N.A., as a lender ("Lender").

## WITNESSETH

WHEREAS, the Company has entered into that certain Loan Agreement with Lender dated as of December 28, 2012 (as same may be amended, restated, supplemented, modified or replaced from time to time, the "Loan Agreement") as the "Borrower";

WHEREAS, pursuant to that certain Security Agreement, dated as of December 28, 2012, between the Grantor, Lender and certain affiliates of Grantor (as same may be amended, restated, supplemented, modified or replaced from time to time, the "Security Agreement"), the Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by the Company under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

- 1. <u>Incorporation of Loan Agreement</u>. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.
- 2. <u>Grant of Security Interests</u>. To secure the payment and performance of the Loans under the Loan Agreement, Grantor hereby grants to Lender and hereby reaffirms any prior grant pursuant to the Loan Agreement or the Security Agreement of a continuing security interest in the Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:
  - (i) each trademark, trademark application, patent and patent application listed on <u>Schedule 1</u> annexed hereto (such trademarks and trademark applications, the "<u>Trademarks</u>" and such patents and patent applications, the "<u>Patents</u>"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
  - (ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

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- 3. <u>Covenants</u>. Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Lender.
- 4. <u>Representations and Warranties</u>. Grantor hereby represents and warrants that the Trademarks and Patents listed on <u>Schedule 1</u> attached hereto constitute all trademarks, trademark applications, patents or patent applications owned or registered to the Grantor as of the date of this Agreement.

[signatures to appear on following page]

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TRADEMARK REEL: 004931 FRAME: 0450 IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

## HANCHETT PAPER COMPANY

	By: Blad Julto Name: Leo A. Dieter Title: Secretary
A d d A d	(
Agreed and Accepted As of the Date First Written Above	
JPMORGAN CHASE BANK, N.A., as Lender	
By: Name:	
Title:	

Signature Page to Trademark and Patent Security Agreement

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

## HANCHETT PAPER COMPANY

Ву:	
Name:	
Title: _	

Agreed and Accepted
As of the Date First Written Above

JPMORGAN CHASE BANK, N.A., as Lender

By: Yewfold, if
Name: Ownsom 10.50LADO
Title: VICE PRESIDENT

Signature Page to Trademark and Patent Security Agreement

# **SCHEDULE 1**

# **PATENTS**

None.

# **TRADEMARKS**

TITLE	REG./PATENT NO.	APP. SER. NO.	ISSUE DATE	STATUS
Shorrexpress	2,854,676	76458564	6/15/04	Active
Metal Money	3, 129, 109	78622059	8/15/06	Active

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**TRADEMARK REEL: 004931 FRAME: 0453 RECORDED: 12/28/2012**