

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383969

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paper Machinery Corporation		04/29/2016	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	111 East Wisconsin Avenue, Floor 15		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202-4815		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1389697	PMC	
CORRESPONDENCE DATA			
Fax Number:	3125786666		
<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:	3122633600		
Email:	renee.lewis@hklaw.com		
Correspondent Name:	Renee P. Lewis		
Address Line 1:	Holland & Knight LLP		
Address Line 2:	131 S. Dearborn Street, 30th Floor		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Renee P. Lewis		
SIGNATURE:	/Renee P. Lewis/		
DATE SIGNED:	05/11/2016		
Total Attachments: 5			
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OP \$40.00 1389697

SECURITY INTEREST GRANT
INTELLECTUAL PROPERTY

WHEREAS, Paper Machinery Corporation, a Wisconsin corporation, Paper Machinery International, Inc., a Wisconsin corporation and Paper Machinery Holding Corporation, a Wisconsin corporation (each a “Grantor”, and collectively, the “Grantors”), and JPMorgan Chase Bank, N.A. on behalf of the Lender and the other Secured Parties (the “Lender” and the “Grantee”), located at 111 East Wisconsin Avenue, Floor 15, Milwaukee, WI 53202-4815.

WHEREAS, the Grantors and Lender have entered into a Credit Agreement and a Security Agreement, each dated as of April 29, 2016 (as amended, restated, supplemented or otherwise modified from time to time, respectively the “Credit Agreement” and the “Security Agreement”);

WHEREAS, pursuant to the terms of the Credit Agreement and the Security Agreement, each Grantor created in favor of the Lender a security interest in, and the Lender has become a secured creditor with respect to, all assets of said Grantor, which includes the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantors have adopted, used and are using, and holds all right, title and interest in various intangible assets, including the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Grantor hereby grants to the Lender for the benefit of the Lender a security interest in all of said Grantor’s right, title and interest in and to the following (the “Intellectual Property Collateral”):

(A) the patents and patent applications set forth in Schedule A hereto (the “Patents”);

(B) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “Trademarks”);

(C) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the “Copyrights”);

(D) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, and, to the extent applicable, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(E) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(F) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

Each Grantor does hereby further acknowledge and affirms that the rights and remedies of the Grantee with respect to the Intellectual Property Collateral, are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Credit Agreement, Security Agreement and this Security Interest Grant Intellectual Property (the "Grant") shall be construed in accordance with and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State. Whenever possible, each provision of the Credit Agreement, Security Agreement and the Grant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Credit Agreement, Security Agreement or the Grant, shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Credit Agreement, Security Agreement or the Grant.

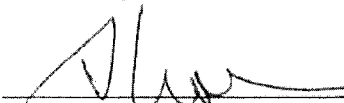
(Signature Page Follows)

IN WITNESS WHEREOF, each Grantor has caused this Security Interest Grant Intellectual Property to be duly executed by its respective officer.

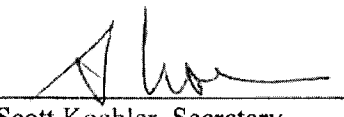
Effective as of the 29th day of April, 2016

GRANTORS:


PAPER MACHINERY CORPORATION, a
Wisconsin corporation

By: 
Scott Koehler, Chief Financial Officer

PAPER MACHINERY INTERNATIONAL, INC. a
Wisconsin corporation

By: 
Scott Koehler, Secretary

PAPER MACHINERY HOLDING
CORPORATION, a Wisconsin corporation

By: 
Scott Koehler, Chief Financial Officer

[Signature Page- Security Interest Grant Intellectual Property]

TRADEMARK
REEL: 005790 FRAME: 0805

SCHEDULE A
PATENTS

Title	Patent No.	Issue Date	Country	Grantor/Owner/Assignee
Automated System and Method for Forming Two Stage Cup	6,652,435	11/25/2003	United States	Paper Machinery Corporation
Two Piece Paper Cup and Sidewall Blank Therefor	7,311,243	12/25/2007	United States	Paper Machinery Corporation
Bottom Finishing Station Components for a Cup Making Machine	7,686,753	03/30/2010	United States	Paper Machinery Corporation
Two Piece Paper Cup with Sidewall Blank Therefor	2049325	12/12/2012	European Patent Office	Paper Machinery Corporation
Bottom Finishing Station Components for a Cup Making Machine	2049326	05/19/2010	European Patent Office	Paper Machinery Corporation
Bottom Finishing Station Components for a Cup Making Machine	2049326	05/19/2010	Finland	Paper Machinery Corporation
Bottom Finishing Station Components for a Cup Making Machine	2049326	05/19/2010	France	Paper Machinery Corporation
Bottom Finishing Station Components for a Cup Making Machine	2049326	05/19/2010	Germany	Paper Machinery Corporation
Bottom Finishing Station Components for a Cup Making Machine	2049326	05/19/2010	United Kingdom	Paper Machinery Corporation
Bottom Finishing Station Components for a Cup Making Machine	2049326	05/19/2010	Italy	Paper Machinery Corporation
Two Piece Paper Cup with Sidewall Blank Therefor	2049325	12/12/2012	Finland	Paper Machinery Corporation
Two Piece Paper Cup with Sidewall Blank Therefor	2049325	12/12/2012	France	Paper Machinery Corporation
Two Piece Paper Cup with Sidewall Blank Therefor	60200702735 4.4	12/12/2012	Germany	Paper Machinery Corporation
Two Piece Paper Cup with Sidewall Blank Therefor	2049325	12/12/2012	United Kingdom	Paper Machinery Corporation
Overwrap Container, Method and Apparatus for Producing the Same (filed, not yet granted)	Application No.: 14/927,598	Application Date: 10/30/2015	United States	Paper Machinery Corporation
Gas Fired Heater	6022213	2/8/2000	United States	Paper Machinery

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Country</u>	<u>Grantor/Owner/Assignee</u>
				Corporation
Paperboard container	D451019	11/27/2001	United States	Paper Machinery Corporation
Container nesting and counting apparatus	6267550	7/31/2001	United States	Paper Machinery Corporation
Paperboard container	D451022	11/27/2001	United States	Paper Machinery Corporation

SCHEDULE B
TRADEMARKS/SERVICE MARKS

<u>Mark</u>	<u>Number</u>	<u>Date</u>	<u>Country</u>	<u>Grantor/Owner</u>
Stylized and/or with Design, PMC	1389697	04/15/1986	United States	Paper Machinery Corporation

SCHEDULE C
COPYRIGHTS

None