

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EXPERA SPECIALTY SOLUTIONS, LLC		06/26/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA, AS ADMINISTRATIVE AGENT		
Street Address:	200 WEST STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10282-2198		
Entity Type:	NEW YORK STATE CHARTERED BANK: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85658059	POSITIVE ENERGY	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	049646-0128		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
Signature:	/kja/		
Date:	12/05/2013		

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Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 26, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Goldman Sachs Bank USA ("GS Bank"), as administrative agent (in such capacity, together with its successors and permitted assigns in such capacity, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Term Loan Credit Agreement, dated as of June 26, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Specialty Papers Acquisition, LLC (initially, the "Borrower" and after the consummation of the First Closing Date Acquisition and the Expera Assumption, "Holdings"), Expera Specialty Solutions, LLC, a limited liability company organized under the laws of the State of Delaware (formerly known as Thilmany, LLC, and after the consummation of the First Closing Date Acquisition and the Expera Assumption, the "Borrower"), the other Credit Parties party thereto, the Lenders from time to time party thereto and Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Term Loan Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following now owned or at any time hereafter acquired by such Grantor or in which a Grantor now has or at any time in the future may acquire any right, title or interests (collectively, but excluding any Excluded Property, the "Trademark Collateral"):

1. all of its Trademarks, including, without limitation, those referred to on Schedule I hereto;

2. all renewals and extensions of the foregoing;
3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
4. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, provided, however, that the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law; provided, however, notwithstanding the foregoing, no Lien or security interest is hereby granted on (and the definition of "Collateral" shall not include) any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

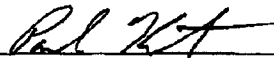
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without regard to conflict of laws principles thereof that would result in the application of any law other than the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EXPERA SPECIALTY SOLUTIONS, LLC
as Grantor

By: 
Name: Paul Kosturos
Title: Chief Financial Officer and
Treasurer

[Signature Page to Trademark Security Agreement (Term Loan)]

ACCEPTED AND AGREED
as of the date first above written:

GOLDMAN SACHS BANK USA,
as Agent

By: Charles D. Johnston
Name:
Title: Authorized Signatory

Charles D. Johnston
Authorized Signatory

[Signature Page to Trademark Security Agreement (Term Loan)]

TRADEMARK
REEL: 005168 FRAME: 0453

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

1. REGISTERED TRADEMARKS

<u>Debtor/Grantor</u>	<u>Trademark</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Expera Specialty Solutions, LLC (f/k/a Thilmany, LLC)	EXHIBITOR	85/471,549	14-Nov-2011	4,306,200	19-Mar-2013
Expera Specialty Solutions, LLC (f/k/a Thilmany, LLC)	FLUOROFREE	85/471,542	14-Nov-2011	4,306,199	19-Mar-2013
Expera Specialty Solutions, LLC (f/k/a Thilmany, LLC)	GREASE-GARD	75/186,642	24-Oct-1996	2,236,058	30-Mar-1999
Expera Specialty Solutions, LLC (f/k/a Thilmany, LLC)	HI-FORM	75/215,858	19-Dec-1996	2,127,153	6-Jan-1998
Expera Specialty Solutions, LLC (f/k/a Thilmany, LLC)	N Design	72/359,062	7-May-1970	903,027	24-Nov-1970
Expera Specialty Solutions, LLC (f/k/a Thilmany, LLC)	NICOLET	78/831,137	7-Mar-2006	3,193,847	2-Jan-2007

<u>Debtor/Grantor</u>	<u>Trademark</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Expera Specialty Solutions, LLC (f/k/a Thilmany, LLC)	OPTISMOOTH	85/471,555	14-Nov-2011	4,306,201	19-Mar-2013
Expera Specialty Solutions, LLC (f/k/a Thilmany, LLC)	STEEL SHIELD	78/188,520	25-Nov-2002	2,811,875	3-Feb-2004
Expera Specialty Solutions, LLC (f/k/a Thilmany, LLC)	THILMANY	72/235,730	3-Jan-1966	828,585	9-May-1967
Expera Specialty Solutions, LLC (f/k/a Thilmany, LLC)	TRUPOP	85/471,529	14-Nov-2011	4,306,198	19-Mar-2013
Expera Specialty Solutions, LLC (f/k/a Thilmany, LLC)	XKL	78/221,195	4-Mar-2003	3,185,437	19-Dec-2006
Expera Specialty Solutions, LLC (as successor in interest to Wausau Paper Mills, LLC)	DURATEC	76-606766	10-Aug-2004	3,344,665	27-Nov-2007
Expera Specialty Solutions, LLC (as successor in interest to Wausau Paper Mills, LLC)	ECO SELECT	78-973792	13-Sep-2006	3,881,776	23-Nov-2010

<u>Debtor/Grantor</u>	<u>Trademark</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Expera Specialty Solutions, LLC (as successor in interest to Wausau Paper Mills, LLC)	ECO SELECT (and Design)	77-561389	03-Sep-2008	4,292,549	19-Feb-2009
Expera Specialty Solutions, LLC (as successor in interest to Wausau Paper Mills, LLC)	ECO SELECT (and Design)	77-980079	3-Sep-2008	3,847,894	14-Sep-2010
Expera Specialty Solutions, LLC (as successor in interest to Wausau Paper Mills, LLC)	ECO SELECT (and Design)	77-980080	3-Sep-2008	3,847,895	14-Sep-2010
Expera Specialty Solutions, LLC (as successor in interest to Wausau Paper Mills, LLC)	EXPERTEC	76-606767	10-Aug-2004	3,107,363	20-Jun-2006
Expera Specialty Solutions, LLC (as successor in interest to Wausau Paper Mills, LLC)	EXPERTEC PLATEAU	77-196925	4-Jun-2007	3,941,028	5-Apr-2011
Expera Specialty Solutions, LLC (as successor in interest to Wausau Paper Mills, LLC)	FLEXCAL	76-428646	2-Jul-2002	2,741,429	29-Jul-2003

<u>Debtor/Grantor</u>	<u>Trademark</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Mills, LLC)					
Expera Specialty Solutions, LLC (as successor in interest to Wausau Paper Mills, LLC)	INVENTEC	76-606866	11-Aug-2004	3,090,790	9-May-2006
Expera Specialty Solutions, LLC (as successor in interest to Wausau Paper Mills, LLC)	MOMENTUM	76-631964	23-Feb-2005	3,174,621	21-Nov-2006
Expera Specialty Solutions, LLC (as successor in interest to Wausau Paper Mills, LLC)	PROCARE	76-606864	11-Aug-2004	3,109,804	27-Jun-2006
Expera Specialty Solutions, LLC (as successor in interest to Wausau Paper Mills, LLC)	PROGARD	76-607264	11-Aug-2004	3,101,347	6-Jun-2006
Expera Specialty Solutions, LLC (as successor in interest to Wausau Paper Mills, LLC)	PROPLY	76-622182	26-Nov-2004	3,149,275	26-Sep-2006
Expera Specialty Solutions, LLC	PROREDI	76-607266	11-Aug-2004	3,101,348	6-Jun-2006

<u>Debtor/Grantor</u>	<u>Trademark</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
(as successor in interest to Wausau Paper Mills, LLC)					
Expera Specialty Solutions, LLC (as successor in interest to Wausau Paper Mills, LLC)	PROTEC	76-606861	11-Aug-2004	3,112,449	4-Jul-2006
Expera Specialty Solutions, LLC (as successor in interest to Wausau Paper Mills, LLC)	M & LOG	72-134660	26-Dec-1961	0745493	19-Feb-1963

2. TRADEMARK APPLICATIONS

<u>Debtor/Grantor</u>	<u>Trademark</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Expera Specialty Solutions, LLC (f/k/a Thilmany, LLC)	PALETTE	85/583,381	29-Mar-2012	N/a	N/a
Expera Specialty Solutions, LLC (as successor in interest to Wausau Paper Corp.)	COLLABORATION. INNOVATION. RESULTS.	85/748,406	8-Oct-2012	N/a	N/a
Expera Specialty Solutions, LLC (as successor in interest to	DURATEC ADVANTAGE	77/899,418	28-Mar-2012	N/a	N/a

<u>Debtor/Grantor</u>	<u>Trademark</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Wausau Paper Mills, LLC)					
Expera Specialty Solutions, LLC (as successor in interest to Wausau Paper Mills, LLC)	DURATEC ELITE	85/582,567	28-Mar-2012	N/a	N/a
Expera Specialty Solutions, LLC (as successor in interest to Wausau Paper Mills, LLC)	DURATEC LEGACY	85/582,542	28-Mar-2012	N/a	N/a
Expera Specialty Solutions, LLC (as successor in interest to Wausau Paper Mills, LLC)	DURATEC SMOOTH	85/582,551	28-Mar-2012	N/a	N/a
Expera Specialty Solutions, LLC (as successor in interest to Wausau Paper Mills, LLC)	ECO SELECT HY	85/870,633	5-Sep-2012	N/a	N/a
Expera Specialty Solutions, LLC (as successor in interest to Wausau Paper Mills, LLC)	PROREDI ADVANTAGE	85/838,174	01-Feb-2013	N/a	N/a
Expera Specialty Solutions, LLC	PROREDI ELITE	85/658,059	24-Jul-2012	N/a	N/a

<u>Debtor/Grantor</u>	<u>Trademark</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
(as successor in interest to Wausau Paper Mills, LLC)					

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