

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
National Tissue Company LLC		01/31/2014	LIMITED LIABILITY COMPANY: WISCONSIN

RECEIVING PARTY DATA

Name:	BMO Harris Bank N.A.
Street Address:	310 West Walnut Street
City:	Green Bay
State/Country:	WISCONSIN
Postal Code:	54303
Entity Type:	National banking association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1930974	MERFIN
Registration Number:	1983221	TOTE WIPES
Registration Number:	2404754	SHOP ABSORBERS
Registration Number:	2407217	SHOP PERFORMERS
Registration Number:	2407218	TOUGH CUSTOMER
Registration Number:	2924911	ECOPLUS
Registration Number:	3157435	TOUCH OF LINEN
Registration Number:	3277686	TOUCH OF LINEN
Registration Number:	3283819	
Registration Number:	3300045	VERSACORE
Registration Number:	3619882	AIRCELL
Registration Number:	3825759	IVIEW
Registration Number:	4055327	NTC
Registration Number:	4055328	NATIONAL TISSUE COMPANY

TRADEMARK

CORRESPONDENCE DATA

Fax Number: 4149788675

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

Phone: 414 277 5675

Email: marta.levine@quarles.com

Correspondent Name: Marta S. Levine

Address Line 1: Quarles & Brady LLP

Address Line 2: 411 East Wisconsin Avenue

Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:

630027.00412

NAME OF SUBMITTER:

Marta S. Levine

Signature:

/MartaLevine/

Date:

02/01/2014

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may be amended, modified or supplemented from time to time pursuant to the terms hereof, this "**Agreement**"), dated as of this 31st day of January, 2014, is made by NATIONAL TISSUE COMPANY LLC ("**Grantor**"), with its principal place of business and mailing address at 3326 East Layton Avenue, Cudahy, Wisconsin 53110, in favor of BMO HARRIS BANK N.A. as administrative agent (in such capacity, the "**Administrative Agent**") for the Lenders and other Secured Creditors (as defined in the Security Agreement described below), with its mailing address at 310 West Walnut Street, Green Bay, Wisconsin 54303, and its successors and assigns.

PRELIMINARY STATEMENTS

A. Grantor, the other Borrowers from time to time party thereto, the Guarantors from time to time party thereto, the Administrative Agent and the Lenders from time to time party thereto are parties to a Credit Agreement dated as of the date hereof (such Credit Agreement, as amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the "**Credit Agreement**"), pursuant to which the Administrative Agent and the Lenders have agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Borrowers defined therein.

B. As a condition to the execution and delivery of the Credit Agreement, the Administrative Agent and the Lenders have required, among other things, that each of the Grantor and the other Borrowers and the Guarantors from time to time party to the Credit Agreement (each a "**Debtor**" and collectively the "**Debtors**") grant to the Administrative Agent, on behalf of itself and the Lenders and affiliates of the Lenders and other holders of the Obligations, the Hedging Liability, the Credit Card Obligations and the Funds Transfer and Deposit Account Liability (the Administrative Agent and such Lenders and their affiliates and other holders being referred to collectively in the Security Agreement described below as the "**Secured Creditors**") a lien on and security interest in the personal property of such Debtor.

C. The Debtors and the Administrative Agent for the Secured Creditors are parties to a Security Agreement dated as of the date hereof (such Security Agreement, as amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the "**Security Agreement**"), pursuant to which each Debtor has granted a lien on and security interest in the personal property of such Debtor as described therein.

D. Capitalized terms used herein without definition are used as defined in the Credit Agreement and Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Grantor thereunder, the parties agree as follows:

1. **Grant of Security Interest.** Grantor hereby grants to Administrative Agent for the benefit of the Secured Creditors a Lien on and continuing security interest in, all of its right, title and interest in, to and under the following Collateral (the "**Trademark Collateral**"):

(i) all of its trademarks and trademark applications, including, without limitation, each trademark and trademark application listed on Schedule A hereto, and all renewals and extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application; and

(iii) all income, royalties and proceeds of the foregoing at any time due or payable or asserted under and with respect to the foregoing, including without limitation any claim by Grantor against third parties for damages by reason of past, present or future infringement of any trademark or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of the Borrowers as set out in and defined in the Security Agreement.

2. **Terms of Security Agreement Incorporated by Reference.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

3. **Grantor Remains Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks and trademark applications subject to a security interest hereunder.

4. **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.

5. **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 Wisconsin.

[SIGNATURE PAGE TO FOLLOW]

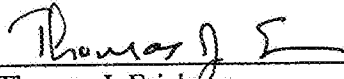
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed as of the date and year first written above.

NATIONAL TISSUE COMPANY LLC, as
Grantor

By: 
Name: Andrew F. Hetzel, Jr.
Title: Manager

Accepted and agreed to as of the date and year first written above.

BMO HARRIS BANK N.A., as Administrative
Agent

By: 
Name: Thomas J. Erickson
Title: Senior Vice President

SCHEDULE A

<u>Grantor</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
National Tissue Company LLC	MERFIN (stylized)	10/31/1995	1930974
National Tissue Company LLC	TOTE WIPES	07/02/1996	1983221
National Tissue Company LLC	SHOP ABSORBERS	11/14/2000	2404754
National Tissue Company LLC	SHOP PERFORMERS	11/21/2000	2407217
National Tissue Company LLC	TOUCH CUSTOMER	11/21/2000	2407218
National Tissue Company LLC	ECOPLUS	02/08/2005	2924911
National Tissue Company LLC	TOUCH OF LINEN	10/17/2006	3157435
National Tissue Company LLC	TOUCH OF LINEN (stylized)	08/07/2007	3277686
National Tissue Company LLC	Miscellaneous design	08/21/2007	3283819
National Tissue Company LLC	VERSACORE	09/25/2007	3300045
National Tissue Company LLC	AIRCELL	05/12/2009	3619882
National Tissue Company LLC	IVIEW	07/27/2010	3825759
National Tissue Company LLC	NTC	11/15/2011	4055327
National Tissue Company LLC	NATIONAL TISSUE COMPANY	11/15/2011	4055328