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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM566801

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mac Papers, Inc.		03/12/2020	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.		
Street Address:	300 Galleria Parkway		
Internal Address:	Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	National Banking Association: UNITED STATES		

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4947440	IDEAS TO POWER YOUR BUSINESS
Registration Number:	4947444	M
Registration Number:	5441262	MAC
Registration Number:	2965860	MAC
Registration Number:	2110508	MAC PAPERS
Registration Number:	5289728	MAC PAPERS
Registration Number:	2546069	MINI-MAC
Registration Number:	5891840	
Registration Number:	5891839	CASTLE

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 4155911000

Email: TrademarksSF@winston.com

Correspondent Name: Becky Troutman, Winston & Strawn LLP

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

TRADEMARK REEL: 006890 FRAME: 0234

900540025

NAME OF SUBMITTER: Becky L. Troutman				
SIGNATURE: /Becky L. Troutman/				
DATE SIGNED:	03/12/2020			
Total Attachments: 6 source=Mac Paper - Trademark Security Agreement to BoA#page1.tif				

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>"), dated as of March 12, 2020, is made by MAC PAPERS, INC, a Florida corporation, (the "<u>Grantor</u>"), in favor of BANK OF AMERICA, N.A., as agent for the benefit of the Secured Parties (as such term is defined in the Loan Agreement referred to below) (in such capacity, together with its successors and assigns in such capacity, "<u>Agent</u>").

Reference is hereby made to that certain Loan and Security Agreement dated as of March 12, 2020 (as amended, amended and restated, restated, supplemented, modified or otherwise in effect from time to time, the "Loan Agreement"), by and among (i) Duuuval Holdings, LLC, a Delaware limited liability company ("Duuuval Holdings") (ii) each other Person identified on the signature pages thereof as a "Borrower" from time to time (together with Duuuval Holdings, collectively, the "Borrowers", and each individually, a "Borrower") (iii) Mac Intermediate, LLC, a Delaware limited liability company ("Parent"), as a Guarantor, (iv) the other parties party thereto from time to time as Guarantors, (v) the financial institutions from time to time party to the Loan Agreement (collectively, "Lenders"), and (vi) Agent. Grantor has pledged and granted to Agent a continuing security interest in all intellectual property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Agent, as follows:

<u>1.</u> <u>Definitions.</u> Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Loan Agreement.

2. Grant of Security Interest.

- (a) This Agreement is made to secure the performance and payment of all of the Obligations. Upon the Full Payment of the Obligations, Agent shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this confirmatory grant.
- (b) Grantor hereby pledges and grants to Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of the below listed Property of such Grantor, whether now owned or hereafter acquired, and wherever located: (i) its trademarks (including service marks), trade names, trade dress and the registrations and applications for registration thereof, including the foregoing listed on Schedule A, (provided that no security interest shall be granted in any intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto) and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing throughout the world (the "Trademarks").
- <u>3.</u> <u>Purpose.</u> This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Agent in connection with the Loan Agreement and is

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expressly subject to the terms and conditions thereof. The Loan Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

- 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.
- <u>5.</u> <u>Counterparts.</u> This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.
- <u>6.</u> <u>Governing Law.</u> This Agreement and all claims shall be governed by the laws of the State of New York, without giving effect to any conflict of law principles except federal laws relating to national banks

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written

MAC PAPERS, INC., a Florida corporation

Ву:

Name: Rick Mitchell Title: Secretary

[Signature Page to Trademark Security Agreement]

BANK OF AMERICA, N.A.,

as Agent

By:_

Jenifer L. Medz

Title: Vice President

REEL: 006890 FRAME: 0239

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered Trademarks

TRADEMARK	COUNTRY	SERIAL NO.	REG NO.	REG. DATE	OWNER
IDEAS TO POWER YOUR BUSINESS	United States	86509825	4,947,44 0	4/26/2016	MAC PAPERS, INC.
	United States	86510060	4,947,44	4/26/2020	MAC PAPERS, INC.
MAC	United States	87311762	5441262	4/10/2018	MAC PAPERS, INC.
MAC	United States	76561709	2,965,86	7/12/2005	MAC PAPERS, INC.
MAC PAPERS	United States	75125881	2110508	11/4/1997	MAC PAPERS, INC.
MAC PAPERS	United States	87311825	5289728	9/19/2017	MAC PAPERS, INC.
MINI MAC	United States	76014941	2,546,06	3/12/2002	MAC PAPERS, INC.
	United States	87606197	5891840	10/22/201 9	MAC PAPERS, INC.
CASTLE	United States	87606194	5891839	10/22/201	MAC PAPERS, INC.

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Pending Trademark Applications

None.

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RECORDED: 03/12/2020