ETAS ID: TM764922

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NI	EW ASSIGNMENT
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NATURE OF CONVEYANCE: TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NEW-INDY CONTAINERBOARD LLC		10/31/2022	Limited Liability Company: DELAWARE
MONTEBELLO CONTAINER COMPANY LLC		10/31/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	COBANK, ACB, as Administrative Agent
Street Address:	6340 S. Fiddlers Green Circle
City:	Greenwood Village
State/Country:	COLORADO
Postal Code:	80111
Entity Type:	Federally Chartered Bank: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	5071587	MONTEBELLO CONTAINER
Registration Number:	6553760	FIBER FORCE
Registration Number:	6296604	FIBER FORCE
Registration Number:	6124747	NEW INDY
Serial Number:	88806242	NEW-INDY

CORRESPONDENCE DATA

Fax Number: 7043311159

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: 7043311000

PTO TMconfirmation@mvalaw.com, Email:

maryelizabethzaldivar@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700, ATTN: IP DEPARTMENT Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 036970.000113 NAME OF SUBMITTER: John Slaughter

SIGNATURE:	/john slaughter/
DATE SIGNED:	11/01/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT dated as of October 31, 2022, by and among NEW-INDY CONTAINERBOARD LLC, a Delaware limited liability company ("Containerboard"), MONTEBELLO CONTAINER COMPANY LLC, a Delaware limited liability company ("Montebello"; collectively, with Containerboard, the "Grantors") and COBANK, ACB, as Administrative Agent (the "Administrative Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of October 31, 2022 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), by and among NEW-INDY CONTAINERBOARD HOLD CO LLC, a Delaware limited liability company ("Holdings"), NEW-INDY CATAWBA LLC, a Delaware limited liability company (the "Borrower"), the Subsidiaries from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of October 31, 2022 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Holdings, the Borrower, the Lenders from time to time party thereto and the Administrative Agent. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms.</u> Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all Trademarks now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, including those listed on Schedule I (collectively, the "Trademark Collateral"); provided, however, for the avoidance of doubt, the Trademark Collateral shall not include any assets or property of such Grantor described in Section 4.01(d) of the Collateral Agreement.

SECTION 3. <u>Collateral Agreement</u>. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict

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between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. <u>Execution in Counterparts.</u> This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart thereof.

SECTION 5. <u>Governing Law.</u> This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NEW-INDY CONTAINERBOARD LLC
MONTEBELLOCONTAINER COMPANY LLC

By:

Name: Michael A. Quattromani
Title: Treasurer and Chief Financial Officer

By:

Name: Thomas E. Bennett
Title: Secretary

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NEW-INDY CONTAINERBOARD LLC MONTEBELLO CONTAINER COMPANY LLC

ву:				
•	Mamai	Michael A	Quattromani	

Title: Treasurer and Chief Financial Officer

By: ______Name: Thomas E. Bennett

Title: Secretary

COBANK, ACB, as Administrative Agent,

by

Name: Kelli Cholas

Title: Assistant Corporate Secretary

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS NEW-INDY CATAWBA LLC

Schedule I

Montebello Container Company LLC (Delaware limited liability company)

U.S. Trademark

Trademark Registration

Mark	Reg. No.	Reg. Date
MONTEBELLO CONTAINER	5071587	11/01/2016

New-Indy Containerboard LLC (Delaware limited liability company)

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
FIBER FORCE and Design	6553760	11/09/2021
FIBER FORCE	6296604	03/16/2021
NEW INDY and Design	6124747	08/11/2020

Trademark Application

Mark	Appl. No.	Filing Date
NEW-INDY	88806242	02/21/2020

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RECORDED: 11/01/2022