

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM791171

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notes Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Resolute Forest Products Inc.		03/01/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon, as Collateral Agent		
Street Address:	240 Greenwich Street		
Internal Address:	Floor 7E		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	77419527	ECOPAQUE	
Serial Number:	85443437	R	
Serial Number:	85443418	RESOLUTE	
Serial Number:	85443389	RESOLUTE FOREST PRODUCTS	
Serial Number:	85444022	RESOLUTE FOREST PRODUCTS	
Serial Number:	85443405	R RESOLUTE FOREST PRODUCTS	
Serial Number:	87608945	RESOLUTE TISSUE	
Serial Number:	88826238	REVO	
Serial Number:	90274264	REVO	
Serial Number:	87172093	RESOLUTE BLONDE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESS.BAJADA-BARTLETT@LW.COM		
Correspondent Name:	JESSICA BAJADA-BARTLETT		
Address Line 1:	1271 AVENUE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10020		

OP \$265.00 77419527

ATTORNEY DOCKET NUMBER:	069062-0002
NAME OF SUBMITTER:	Jessica Bajada-Bartlett
SIGNATURE:	/s/ Jessica Bajada-Bartlett
DATE SIGNED:	03/02/2023

Total Attachments: 7

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NOTES TRADEMARK SECURITY AGREEMENT

This NOTES TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of March 1, 2023, is made by each undersigned Restricted Subsidiary (the “**Grantors**”, and each a “**Grantor**”), in favor of THE BANK OF NEW YORK MELLON, as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, each Grantor is party to that certain Notes Security Agreement, dated as of November 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among each Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of each Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Section 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of each Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on **Error! Reference source not found.** attached hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); *provided* that “Trademark Collateral” shall not include and the Security Interest shall not attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

Section 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

Section 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. The words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to this Trademark Security Agreement and/or any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. “**Electronic Signatures**” means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record; *provided* that notwithstanding anything contained herein to the contrary, the Collateral Agent is under no obligation to agree to accept electronic signatures in any form or any format unless expressly agreed to by the Collateral Agent pursuant to procedures approved by it.

Section 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

Section 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES

HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

Section 8. The Bank of New York Mellon is acting under this Trademark Security Agreement solely in its capacity as Collateral Agent under the Indenture and not in its individual capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges and immunities granted to it under the Indenture, as if such rights, privileges and immunities were set forth herein. Notwithstanding anything contained herein to the contrary, unless directed in writing to do so by the Required Secured Parties, the Collateral Agent shall not have any duty to take any discretionary action (including, without limitation, deeming or making a determination that anything is satisfactory, approved, acceptable, selected or should be requested) or exercise any discretionary rights or powers. The Collateral Agent shall not have any liability for any delay in acting or failure to exercise any such discretionary action, right or power nor shall the Collateral Agent be obligated to act at the direction of the Required Secured Parties unless it has received indemnity and/or security satisfactory to it.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

ATLAS PAPER MILLS, LLC


By: **ATLAS TISSUE HOLDINGS, INC.**, its sole member

By: 
Name: Joe Ragan
Title: Authorized Signatory

RESOLUTE FOREST PRODUCTS INC.

By: 
Name: Joe Ragan
Title: Authorized Signatory

FIBREK RECYCLING U.S. INC.




By: 
Name: Joe Ragan
Title: Authorized Signatory

Accepted and Agreed:

THE BANK OF NEW YORK MELLON, as Collateral Agent

By: 
Name: Maryann Joseph
Title: Director

SCHEDULE A

<u>No.</u>	<u>Owner</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Status</u>
1.	Atlas Paper Mills, LLC		87/325,278	5,697,924	Registered
2.	Atlas Paper Mills, LLC		88046622	6,158,728	Registered
3.	Atlas Paper Mills, LLC	GREEN HERITAGE	77/978,897	3,773,509	Registered
4.	Atlas Paper Mills, LLC	HARMONIZE YOUR SIZE	90569901	6,805,055	Registered
5.	Atlas Paper Mills, LLC	HARMONY	77/500,758	3,582,750	Registered
6.	Resolute Forest Products Inc.	ECOPAQUE	77/419,527	3,818,899	Registered
7.	Resolute Forest Products Inc.	R DESIGN	85/443,437	4,777,426	Registered
8.	Resolute Forest Products Inc.	RESOLUTE	85/443,418	4,777,424	Registered
9.	Resolute Forest Products Inc.	RESOLUTE FOREST PRODUCTS	85/443,389	4,773,183	Registered
10.	Resolute Forest Products Inc.	RESOLUTE FOREST PRODUCTS	85/444,022	4,597,531	Registered
11.	Resolute Forest Products Inc.	RESOLUTE FOREST PRODUCTS & DESIGN	85/443,405	4,913,906	Registered
12.	Resolute Forest Products Inc.	RESOLUTE TISSUE	87/608,945	6,406,052	Registered
13.	Resolute Forest Products Inc.	REVO	88826238	6,702,123	Registered
14.	Resolute Forest Products Inc.	REVO	90274264	6,668,101	Registered
15.	Fibrek Recycling U.S. Inc.		85/446,633	4,281,463	Registered
16.	Resolute Forest Products Inc.	RESOLUTE BLONDE	87172093	5351644	Registered

Schedule A-1
to Notes Copyright Security Agreement

17.	Atlas Paper Mills, LLC	ATLAS TISSUE	87388606	5514813	Registered
18.	Atlas Paper Mills, LLC	ATLAS TISSUE and Design	87119822	5325077	Registered
19.	Atlas Paper Mills, LLC	ATLAS PAPER MILLS and Design	77674893	3682676	Registered
20.	Atlas Paper Mills, LLC	BUNNY SOFT	76593335	3130323	Registered

Schedule A-2
to Notes Copyright Security Agreement

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RECORDED: 03/02/2023

**TRADEMARK
REEL: 007990 FRAME: 0484**