

07-06-1999

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings ==&gt;

To the Honorable Commissioner of Patents and Trademarks: Please

1. Name of conveying party(ies):

Fletcher Paper Company

☐ Individual(s)☐ General Partnership☒ Corporation-State☐ Other☐ Association☐ Limited PartnershipAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Nature of conveyance:

☐ Assignment☒ Security Agreement☐ Other☐ Merger☐ Change of Name

Execution Date: June 8, 1999

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as agent

Internal Address:

Street Address: 105 West Madison

City: Chicago State: IL ZIP: 60602

☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State New York☐ OtherIf assignee is not domiciled in the United States, a corporate representative designator is attached: ☐ Yes ☒ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,231,210

Additional numbers attached? ☐ Yes ☒ No

4. Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston &amp; Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481

40.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK

REEL: 001923 FRAME: 0231

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 8, 1999, by FLETCHER PAPER COMPANY, a Michigan corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Credit Parties and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lender has agreed to make the Loans for the benefit of Grantor.

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Lender, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Schedule A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

a. all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

b. all reissues, continuations or extensions of the foregoing;

c. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

d. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted

to Lender, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**[signature page follows]**

512810.1

IN WITNESS WHEREOF, 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.

FLETCHER PAPER COMPANY

By: John E. Catibon  
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION

By: Stuart H. [Signature]  
Duly Authorized Signatory

**ACKNOWLEDGMENT OF GRANTOR**STATE OF Ohio )COUNTY OF Lake )

ss.

On this 7<sup>th</sup> day of June, 1999 before me personally appeared John E. Atchison, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Fletcher Paper Co., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}

Debra L Bauman  
Notary Public  
DEBRA L. BAUMAN  
NOTARY PUBLIC, STATE OF OHIO  
COMMISSION EXPIRES JANUARY 22, 2001  
(RECORDED IN GAUGA COUNTY)

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Mark Reg. No.: 2,231,210

Date: March 9, 1999

TRADEMARK APPLICATIONS

Name recognition for product registration, promotions, advertising  
and labeling/packaging applications

TRADEMARK LICENSES

None

# WINSTON & STRAWN

200 PARK AVENUE  
NEW YORK, NY 10166-4193

1400 L STREET, N.W.  
WASHINGTON, D.C. 20005-3502

35 WEST WACKER DRIVE  
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43, RUE DU RHONE  
1204 GENEVA, SWITZERLAND

WRITER'S DIRECT DIAL NUMBER

(312) 558-6352

June 21, 1999

CERTIFIED MAIL/R.R.R.

Commissioner of Patent and Trademarks  
U.S. Patent and Trademark Office  
Washington D.C. 20231  
Attn: Trademark Assignment Department

Re: General Electric Capital Corp./Fletcher Paper

Dear Commissioner:

Enclosed is a Trademark Security Agreement together with a check in the amount of \$40.00 payable to the Commissioner of Patents and Trademarks for the assignment recordation fees.


Please file the enclosed with the Trademark Assignment Department of the U.S. Patent and Trademark Office. When the filing process is completed, please send the file-stamped document to the following address:

Laura L. Konrath  
WINSTON & STRAWN  
35 W. Wacker Drive  
Chicago, IL 60601

Should you require any additional information, please do not hesitate to call.

Thank you for your attention to this matter.

Very truly yours,

WINSTON & STRAWN  
  
Laura Konrath  
Senior Legal Assistant

LLK/kaj  
Enclosure

RECORDED: 06/30/1999

TRADEMARK  
REEL: 001923 FRAME: 0237