FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

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RECORDATION FORM COVER SHEET
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MRD 12·27·99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [x] New
- [ ] Resubmission (Non-Recordation) Document ID#
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [x] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 12171999

Name: Gilman Paper Company

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [x] Corporation [ ] Association

[ ] Other

[x] Citizenship/State of Incorporation/Organization: Georgia

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Bank of America, N.A.

DBA/AKA/TA:

Composed of:

Address (line 1): Independence Center

Address (line 2): 101 North Tryon Street, NC1-001-15-05

Address (line 3): Charlotte (City) North Carolina (State/Country) 28255 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[x] Other: National Banking Association

[ ] Citizenship/State of Incorporation/Organization:

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

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01 FC:481 40.00 OP
02 FC:482 50.00 OP

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
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FORM PTO-1618B
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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number: 212-848-4882

Name: David M. Klein

Address (line 1): Shearman & Sterling

Address (line 2): 599 Lexington Avenue

Address (line 3): New York, NY 10022

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 3

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			930529	1129558	743949

Number of Properties

Enter the total number of properties involved. # 3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 90.00

Method of Payment: Enclosed [x] Deposit Account [ ]

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 50-0324

Authorization to charge additional fees: Yes [x] No [ ]

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. Charges to deposit account are authorized, as indicated herein.

David M. Klein	D.M.K.	12/22/99
Name of Person Signing	Signature	Date Signed

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated December 17, 1999, made by GILMAN PAPER COMPANY, a Georgia corporation, having its principal place of business at 1000 Osborne Street, P.O. Box 878, St. Marys, Georgia 31558 (the "***Grantor***"), in favor of BANK OF AMERICA, N.A. ("***Bank of America***"), having its principal place of business atOne Independence Center, 101 North Tryon Street, Charlotte, North Carolina 28255, Mailcode NC1-001-15-05, as the administrative and the collateral agent (together with any successor thereto appointed pursuant to Article VII of the Loan Agreement referred to below, the "***Grantee***") for the Secured Parties (as defined in the Loan Agreement).

The Grantor is party to a Senior Secured Bridge Loan Agreement, dated as of December 11, 1999 (as amended, supplemented or otherwise modified hereafter from time to time, the "***Loan Agreement***") with the banks, financial institutions and other institutional lenders from time to time party thereto, Banc of America Securities LLC, as lead arranger, the Grantee and Bank of America (Mexico), S.A., as Mexican Collateral Agent. Capitalized terms not otherwise defined herein shall have the same meaning as specified therefor in the Loan Agreement or the Security Agreement referred to below.

In connection with the Loan Agreement, the Grantor and the Grantee entered into a Security Agreement dated December 17, 1999 (as amended, supplemented or otherwise modified hereafter from time to time the "***Security Agreement***") with the other grantors party thereto, pursuant to which the Grantor has granted to the Grantee for the ratable benefit of the Secured Parties a lien on and security interest in, *inter alia*, all of the Grantor's rights, title and interest in and to all Trademarks (as defined in the Security Agreement) of such Grantor whether then owned or thereafter acquired or created by such Grantor, including, without limitation, the trademark applications and registrations listed on Schedule A hereto (the "***Trademark Collateral***").

The parties desire to record the Grantor's grant of the security interest in the Trademark Collateral to the Grantee with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Grantee for the ratable benefit of the Secured Parties as follows:

1. The Loan Agreement and the Security Agreement and their terms and provisions are incorporated herein in their entirety.

2. The Grantor grants to the Grantee a security interest in all of its right, title and interest in and to the Trademark Collateral.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized, as of the date first written above.

GILMAN PAPER COMPANY

By: _____
Name:
Title:

SCHEDULE A TO THE
TRADEMARK SECURITY AGREEMENT

Grantor	Trademark or Service Mark	Registration No.
Gilman Paper Company	MAGICOTE	930,529
	SUPER STANDARD	1,129,558
	SWEEPSTAKES	743,949