

06-15-2000

FORM PTO-1618A
Expires 6/30/99
OMB 0651-0027



101359888

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

MRD 5-3-00

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

Submission Type	Conveyance Type
<input checked="" type="checkbox"/> New <input type="checkbox"/> Resubmission (Non-Recordation) Document ID# _____ <input type="checkbox"/> Correction of PTO Error Reel# _____ Frame# _____ <input type="checkbox"/> Corrective Document Reel# _____ Frame# _____	<input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> License <input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date Month Day Year 04112000 <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Other

Conveying Party ☐ Mark if additional names of conveying parties attached

Name Central Lewmar, L.P. Execution Date
Month Day Year
04112000

Formerly _____

☐ Individual ☐ General Partnership ☒ Limited Partnership ☐ Corporation ☐ Association
☐ Other _____

☒ Citizenship/State of Incorporation/Organization NJ

Receiving Party ☐ Mark if additional names of receiving parties attached

Name Genral Electric Capital Corporation, as Agent

DBA/AKA/TA _____

Composed of _____

Address (line 1) 800 Connecticut Avenue

Address (line 2) Two North

Address (line 3) _____

City Norwalk State/Country Connecticut Zip Code 06854

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ 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 separate document from Assignment.)

☒ Corporation ☐ Association
☐ Other _____

☒ Citizenship/State of Incorporation/Organization NY

05/11/2000 JSHABAZZ 00000272 2208650

01 FC:481
02 FC:482

40.00 OP
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FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Page 2

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 (203) 921-2325

Name Melissa M. Lopes-Paralegal
Address (line 1) Paul, Hastings, Janofsky & Walker LLP
Address (line 2) 1055 Washington Blvd.
Address (line 3) _____
Address (line 4) Stamford, CT 06901

Pages

Enter the total number of pages of the attached conveyance document
Including any attachments. #17

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)
_____	<u>2208650</u>
_____	<u>2241646</u>
_____	<u>2250956</u>

Number of Properties

Enter the total number of properties involved. # _____

Fee Amount

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

Method of Payment: Enclosed ☒ Deposit Account ☐
(Enter for payment by deposit account of an additional fees can be charged to the account.)

Deposit Account Number: # _____

Authorization to charge additional fees: Yes ☐ 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.

Melissa M. Lopes

Name of Person Signing

Melissa M. Lopes
Signature

5/2/2000
Date Signed

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, if any, from time to time hereto, this "Agreement"), dated as of April 11, 2000, is made by EACH OF THE GRANTORS SIGNATORY HERETO AND EACH ADDITIONAL PARTY THAT BECOMES A GRANTOR HERETO PURSUANT TO SECTION 8 HEREOF (each, a "Grantor" and collectively, "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of December 6, 1999 by and among Central Lewmar, L.P., a New Jersey limited partnership ("Borrower"), the other Credit Parties signatory thereto (including certain Grantors), and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans to, and incur Letter of Credit Obligations on behalf of, Borrower;

WHEREAS, in order to induce Agent and Lenders to make the Loans and incur the Letter of Credit Obligations as provided for in the Credit Agreement, Pledgors have agreed to execute and deliver this Agreement to Agent;

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, Grantors hereby agree as follows:

1. DEFINED TERMS.

(a) Unless otherwise defined herein, all capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

(b) "Secured Obligations" means, collectively, (i) in the case of Borrower, all of its Obligations under the Credit Agreement and (ii) in the case of the other Grantors, all of their Guaranteed Obligations under their respective Guaranty.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Secured Obligations of Grantors now or hereafter existing from time to time, each Grantor hereby pledges and grants to Agent, on behalf of Agent and Lenders, a continuing first priority security interest in all of such

Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

- (a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;
- (c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;
- (d) all reissues, continuations or extensions of the foregoing;
- (e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and
- (f) 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 Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor jointly and severally represents and warrants that such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Agent in all of Grantors' Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such against any and all creditors of, and purchasers from, Grantors. Upon filing of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule I to each Security Agreement, all action necessary or desirable to protect and perfect Agent's Lien on Grantors' Patents, Trademarks and Copyrights shall have been duly taken.

4. COVENANTS. Each Grantor jointly and severally covenants and agrees with Agent, on behalf of Agent and Lenders, that from and after the date of this Agreement and until the Termination Date:

(a) Each Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall any Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Lender prior written notice thereof, and, upon request of Lender, such Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Each Grantor shall take all actions necessary or requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, each Grantor shall notify Agent promptly after such Grantor learns thereof. Each Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Agent shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreements. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral

made and granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

8. ADDITIONAL GRANTORS. The initial Grantors hereunder shall be the Borrower and those Affiliates of Borrower as are signatories hereto on the date hereof. From time to time subsequent to the date hereof, additional direct and indirect Subsidiaries of Borrower may become parties hereto, as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Agent, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of Agent not to cause any Subsidiary of Borrower to become an Additional Grantor hereunder. This Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

9. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Agreement shall terminate upon the Termination Date.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CENTRAL LEWMAR, L.P.

By: Central Lewmar, Inc., its General Partner

By: 

Name:

Title:

David Berkowitz

Chairman/CEO

McCARTER PAPER COMPANY, INC.

By: 

Name:

Title:

David Berkowitz

Chairman/CEO

**McCLELLAN STREET URBAN RENEWAL
ASSOCIATES, L.L.C.**

By: 

Name:

Title:

David Berkowitz

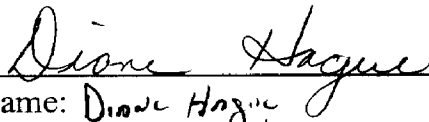
Chairman/CEO

[SIGNATURE PAGE FOLLOWS]


BERKOWITZ COMPANY, L.P.
By: RDD Corporation, its General Partner

By: 
Name: **David Berkowitz**
Title: **Chairman/CEO**

McCLELLAN PAPER COMPANY, INC.

By: 
Name: **Diane Hagine**
Title: **Vice President**

STRATEGIC PAPER GROUP, L.L.C.

By: 
Name: **David Berkowitz**
Title: **Secretary**

ACCEPTED and ACKNOWLEDGED by:

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: _____
Name:
Its: Duly Authorized Signatory

BERKOWITZ COMPANY, L.P.
By: RDD Corporation, its General Partner

By: _____
Name:
Title:

McCLELLAN PAPER COMPANY, INC.

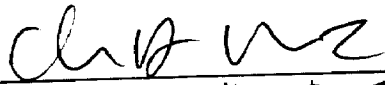

By: _____
Name:
Title:

STRATEGIC PAPER GROUP, L.L.C.

By: _____
Name:
Title:

ACCEPTED and ACKNOWLEDGED by:

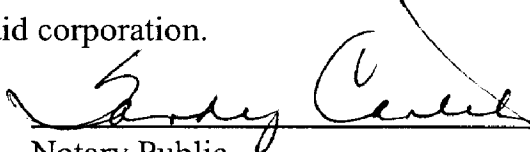
**GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent**

By: 
Name: Charles H. Fenton 
Its: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTORS

STATE OF New Jersey)
)
COUNTY OF Essex) ss. _____

On this April 11, 2000 before me personally appeared DAVID BENZAWITZ, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **Central Lewmar, L.P** 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.



Notary Public

{seal}

My Commission Expires _____
SANDY CANTILLO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 6, 2003

ACKNOWLEDGMENT OF GRANTORS

STATE OF NJ)
)
COUNTY OF Essex) ss. _____

On this April 11, 2000 before me personally appeared David Berkowitz, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **McCarter Paper Company, Inc.** 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.



Notary Public

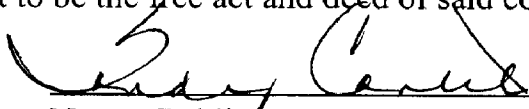
{seal}

SANDY CANTILLO
My Commission Expires _____
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 6, 2003

ACKNOWLEDGMENT OF GRANTORS

STATE OF NJ.)
)
COUNTY OF Essex) ss. _____

On this April 11, 2000 before me personally appeared David Berkowitz, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **McClellan Street Urban Renewal Associates, L.L.C.** 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.



Notary Public

{seal}

My Commission Expires **SANDY CANTILLO**
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 6, 2003

ACKNOWLEDGMENT OF GRANTORS

STATE OF NJ.)
)
COUNTY OF Essex) ss. _____

On this April 11, 2000 before me personally appeared David Berkowitz,
proved to me on the basis of satisfactory evidence to be the person who executed the foregoing
instrument on behalf of **Berkowitz Company, L.P.** 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.

Sandy Cantillo
Notary Public

{seal}

My Commission Expires:

SANDY CANTILLO

NOTARY PUBLIC OF NEW JERSEY

~~My Commission Expires Feb. 6, 2003~~

ACKNOWLEDGMENT OF GRANTORS

STATE OF New Jersey)
COUNTY OF Essex)

ss. _____

Diane Hogue

On this April 11, 2000 before me personally appeared ~~James D. Kowitz~~,
proved to me on the basis of satisfactory evidence to be the person who executed the foregoing
instrument on behalf of **McClellan Paper Company, Inc.** 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.

Sandy Cantillo

Notary Public

{seal}

My Commission Expires:

SANDY CANTILLO

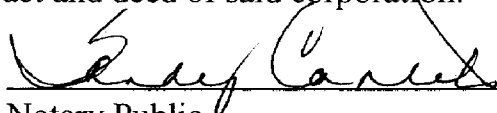
NOTARY PUBLIC OF NEW JERSEY

My Commission Expires Feb. 6, 2003

ACKNOWLEDGMENT OF GRANTORS

STATE OF New Jersey)
)
COUNTY OF Essex) ss. _____

On this April 11, 2000 before me personally appeared David Berkowitz,
proved to me on the basis of satisfactory evidence to be the person who executed the foregoing
instrument on behalf of **Strategic Paper Group, L.L.C.** who being by me duly sworn did
depone 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.


Notary Public

{seal}

My Commission Expires **SANDY CANTILLO**
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 6, 2003

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

NONE

II. PATENT APPLICATIONS

NONE

III. PATENT LICENSES

NONE

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Reg. No.</u>
Central Lewmar, L.P.	Pick Quick the Paper Superstore	2,208,650
Central Lewmar, L.P.	Aberdeen	2,241,646
Central Lewmar, L.P.	Opportunity Papers	2,250,956

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

NONE

II. COPYRIGHT APPLICATIONS

NONE

III. COPYRIGHT LICENSES

NONE

EXHIBIT A

**COUNTERPART TO INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This counterpart, dated _____, 200__ is delivered pursuant to Section 8 of that certain Intellectual Property Security Agreement dated as of April [___], 2000 (as from time to time amended, modified or supplemented, the "IP Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), among the Grantors signatory thereto and General Electric Capital Corporation, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the IP Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the IP Security Agreement as if it were an original signatory thereto.

[NAME OF ADDITIONAL GRANTOR]

By:_____

Name:

Title: