

10-11-2002

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨

102247650

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Cellu Tissue Corporation  
Coastal Paper Company  
Cellu Tissue Corporation-Natural Dam  
Cellu Tissue Corporation-Neenah  
Menominee Acquisition Corporation  
Cellu Tissue Holdings, Inc.  
Cellu Paper Holdings, Inc.  
Van Paper Company  
Van Timber Company

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution date: September 30, 2002

## 2. Name and address of receiving party(ies):

Name:

The CIT Group/Business Credit, Inc.Internal  
Address:1211 Avenue of The Americas, 22ndStreet Address: FloorCity: New York State: NY Zip: 10036

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation-State New York  
☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic  
representative designation is attached: ☒ Yes ☐ No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached: ☐ Yes ☒ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,618,760Additional number(s) attached ☐ Yes ☒ No

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

Name: Lorin S. FineInternal Address: Weil, Gotshal & Manges, LLPStreet Address: 767 5th AvenueCity: New York State: NY Zip: 10153

## 6. Total number of applications and registrations involved:.....

17. Total fee (37 CFR 3.41):..... \$ 40.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit account number:

23-0800

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

10/10/2002 DBYRNE 00000193 230800 1618760

01 FC:481 40.00 LH

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.

Phyllis Eremitaggio

Name of Person Signing

Signature

Date

October 8, 2002Total number of pages including cover sheet, attachments, and document: 12

# TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of September <sup>30</sup>~~30~~, 2002, by each of the entities listed on the signature pages hereof or which becomes a party hereto pursuant to *Section 7.10* of the Security Agreement referred to below (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of The CIT Group/Business Credit, Inc. ("CIT"), as agent for the Secured Parties (as defined in the Financing Agreement referred to below) (in such capacity, the "*Agent*").

## WITNESSETH:

WHEREAS, pursuant to the Financing Agreement, dated as of September <sup>30</sup>~~30~~, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Financing Agreement*"), among Cellu Tissue Corporation, Coastal Paper Company, Cellu Tissue Corporation – Natural Dam, Cellu Tissue Corporation – Neenah and Menominee Acquisition Corporation, as Borrowers, Cellu Tissue Holdings, Inc., Cellu Paper Holdings, Inc., Van Paper Company and Van Timber Company, as Guarantors, CIT and each of the other financial institutions party thereto as Lenders, and the Agent, as agent for the Lenders and Issuing Bank, the Lenders and the Issuing Bank have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Borrower is party to a Guaranty pursuant to which it has guaranteed the Obligations of each other Borrower and each other Grantor is party to a Guaranty pursuant to which it has guaranteed the Obligations of all Borrowers; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Agent (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Bank and the Agent to enter into the Financing Agreement and to induce the Lenders and the Issuing Bank to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

### ***Section 1. Defined Terms***

Unless otherwise defined herein, terms defined in the Financing Agreement or in the Security Agreement and used herein have the meaning given to them in the Financing Agreement or the Security Agreement.

### ***Grant of Security Interest in Trademark Collateral***

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*");

all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;

all reissues, continuations or extensions of the foregoing;

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

all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, 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.

### ***Security Agreement***

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

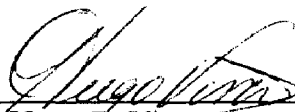
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

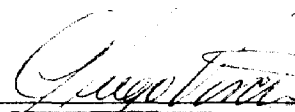
**GRANTORS:**

**CELLU TISSUE CORPORATION,**  
*as Grantor*

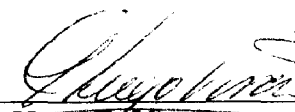
By:   
Name: ~~Hugo E. Vivero~~  
Title: Senior Vice President Finance  
Chief Financial Officer

**COASTAL PAPER COMPANY,**  
*as Grantor*

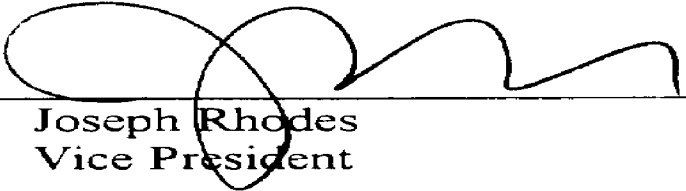
By: **Van Paper Company,**  
*its Managing Partner*

By:   
Name: ~~Hugo E. Vivero~~  
Title: Senior Vice President Finance  
Chief Financial Officer


**CELLU TISSUE CORPORATION -  
NATURAL DAM,**  
*as Grantor*

By:   
Name: ~~Hugo E. Vivero~~  
Title: Senior Vice President Finance  
Chief Financial Officer

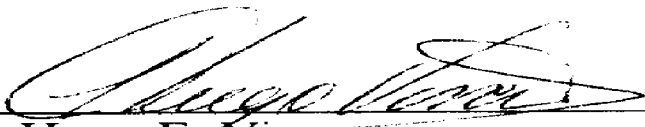
**CELLU TISSUE CORPORATION –  
NEENAH,**  
*as Grantor*

By:   
Name: Joseph Rhodes  
Title: Vice President

**MENOMINEE ACQUISITION  
CORPORATION,**  
*as Grantor*

By:   
Name: ~~Hugo E. Vivero~~  
Title: Senior Vice President Finance  
Chief Financial Officer

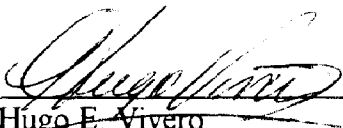
**CELLU TISSUE HOLDINGS, INC.,**  
*as Grantor*

By:   
Name: ~~Hugo E. Vivero~~  
Title: Senior Vice President Finance  
Chief Financial Officer


**CELLU PAPER HOLDINGS, INC.,**  
*as Grantor*

By:   
Name: ~~Hugo E. Vivero~~  
Title: Treasurer & Secretary

**VAN PAPER COMPANY,**  
*as Grantor*

By:   
Name: Hugo E. Vivero  
Title: Senior Vice President Finance  
Chief Financial Officer

**VAN TIMBER COMPANY,**  
*as Grantor*

By:   
Name: Hugo E. Vivero  
Title: Senior Vice President Finance  
Chief Financial Officer

**ACCEPTED AND AGREED**  
as of the date first above written:

**THE CIT GROUP/BUSINESS CREDIT, INC.,**  
*as Agent*

By: \_\_\_\_\_  
Name: Allison Friedman  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 002596 FRAME: 0355**

**VAN PAPER COMPANY,**  
*as Grantor*


By: \_\_\_\_\_  
Name: Hugo E. Vivero  
Title: Senior Vice President Finance  
Chief Financial Officer

**VAN TIMBER COMPANY,**  
*as Grantor*

By: \_\_\_\_\_  
Name: Hugo E. Vivero  
Title: Senior Vice President Finance  
Chief Financial Officer

**ACCEPTED AND AGREED**  
as of the date first above written:

**THE CIT GROUP/BUSINESS CREDIT, INC.,**  
*as Agent*

By:   
Name: Allison Friedman  
Title: Vice President

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York )  
COUNTY OF New York ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally appeared Hugo E. Vivero, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Cellu Tissue Corporation, Coastal Paper Company, Cellu Tissue Corporation - Natural Dam, Menominee Acquisition Corporation, Cellu Tissue Holdings, Inc., Cellu Paper Holdings, Inc., Van Paper Company, and Van Timber Company, who being by me duly sworn did depose and say that he is an authorized officer of each such corporation or other organization, as the case may be, that the said instrument was signed on behalf of each such corporation or other organization, as the case may be, as authorized by its Board of Directors (or equivalent management body) and that he acknowledged said instrument to be the free act and deed of each such corporation or other organization, as the case may be.

Ronald Carter  
Notary Public

RONALD CARTER  
Notary Public, State of New York  
No. 24-01CA4841982  
Qualified in Kings County  
Certificate Filed in New York County  
Commission Expires June 28, 2003



## ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York )  
COUNTY OF New York ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally appeared A. Murray Eastwood proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Interlake Acquisition Corporation Limited, who being by me duly sworn did depose and say that he is an authorized officer of such company, as the case may be, that the said instrument was signed on behalf of such company, as authorized by its Board of Directors (or equivalent management body) and that he acknowledged said instrument to be the free act and deed of such company, as the case may be.

Ryan Fealey  
Notary Public

RYAN FEALEY  
Notary Public, State of New York  
No. 01FE6079472  
Qualified in Nassau County  
Commission Expires August 26, 2006

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

***Trademark Registrations***

**A. REGISTERED TRADEMARKS**

Menominee Acquisition Corporation

1. "WATEX", Trademark Registration No. 1,618,760, registered on October 23, 1990; International Class No. 16 for waxed paper.
2. Menominee Paper Company, Inc. filed an assumed name notice ("Bell Packaging / Menominee") with the Secretary of State of Michigan of January 6, 1997. The assumed name filing expires December 31, 2002.

**B. TRADEMARK APPLICATIONS**

None

**C. TRADEMARK LICENSES**

None

**[COMPANY TO PROVIDE SCHEDULE INFORMATION]**