

10-11-2002



Form PTO-1594

(Rev. 03/01)

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

OFFICE OF PATENT AND TRADEMARKS

102247904

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

Tab settings



2002 OCT -8 AM 9:55

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

FINANCE SECTION

1. Name of conveying party(ies):
Interlake Acquisition Corporation Limited

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:
- Assignment
 - Security Agreement
 - Other
 - Merger
 - Change of Name

Execution date: September 30, 2002

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

Name: CIT Financial Ltd.

Internal Address: _____

Street Address: 207 Queens Quay West, Suite 700

City: Toronto State: Ontario Zip: 10036

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Ontario
- 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)
2,568,785 & 2,584,184

Additional number(s) attached Yes No

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

Name: Lorin S. Fine

Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

- 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)

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

Phyllis Eremitaggio
Signature

October 8, 2002
Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

10/10/2002 DBYRNE 00000196 230800 2568785

01 FC:481 40.00 CH
02 FC:482 25.00 CH
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TRADEMARK
REEL: 002596 FRAME: 0378

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2002, by Interlake Acquisition Corporation Limited (the "*Grantor*"), in favor of CIT Financial Ltd. and each other entity that now or hereafter becomes party to the Canadian Financing Agreement referred to below as a lender (collectively, the "*Secured Lender*").

WITNESSETH:

WHEREAS, pursuant to the Canadian Financing Agreement, dated as of September 30, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Canadian Financing Agreement*"), among the Grantor and the Secured Lender, the Secured Lender has agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to a Canadian Security Agreement (as defined in the Canadian Financing Agreement) of even date herewith in favor of the Secured Lender (the "*Canadian Security Agreement*") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Lender to enter into the Canadian Financing Agreement and to induce the Secured Lender

to make its extensions of credit to the Grantor thereunder, the Grantor hereby agrees with the Secured Lender as follows:

Section 1. Defined Terms

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

Grant of Security Interest in Trademark Collateral

The 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 the Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Secured Lender, and grants to the Secured Lender 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 "*Canadian 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 Secured Lender pursuant to the Canadian Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Lender with respect to the security interest in the Canadian Trademark Collateral made and granted hereby are more fully set forth in the Canadian 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, the 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,

GRANTOR:

**INTERLAKE ACQUISITION CORPORATION
LIMITED,**
as Grantor

By: 
Name: Hugo E. Vivero
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

CIT FINANCIAL LTD.,
as Secured Lender

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the 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,

GRANTOR:

**INTERLAKE ACQUISITION CORPORATION
LTD.,
as Grantor**

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

**CIT FINANCIAL LTD.,
as Secured Lender**

By: 
Name: **A. Murray Eastwood**
Title: **Chief Credit Officer**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 002596 FRAME: 0382**

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 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.

Ronald Carlton
Notary Public

RONALD CARLTON
NOTARY PUBLIC, State of New York
No. 2401CA4841982
Qualified in Kings County
~~Certificate Filed in New York County~~
Commission Expires June 30, 192003

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

1. "Interlake Paper", Trademark Registration No. 2,568,785, registered May 14, 2002; International Class No. 16 for industrial and commercial disposable paper wipers not impregnated with chemicals and compounds; paper towels; paper napkins; paper for wrapping and packaging; filter paper, etc.

2. "Interlake", Trademark Registration No. 2,584,184, registered on June 25, 2002; International Class No. 16 for paper towels; paper napkins; paper bags and paper boxes for packaging by the food industry; filter paper; disposable paper wipers not impregnated with chemicals or compounds.

B. TRADEMARK APPLICATIONS

None

C. TRADEMARK LICENSES

None

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