

11/22/02

11-27-2002

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



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102295196

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 - Neenah

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 Change of Address

Execution date: September 30, 2002

2. Name and address of receiving party(ies):  
 Name: The CIT Group/Business Credit Inc. (as Agent)  
 Internal Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
1211 Avenue of The Americas, 22nd  
 Street Address: Floor  
 City: New York State: NY Zip: 10036  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 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)  
See Schedule I

B. Trademark Registration No.(s)  
See Schedule I

Additional number(s) attached  Yes  No

6. Total number of applications and registrations involved:.....  1

7. Total fee (37 CFR 3.41):..... \$ 115.00  
 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)

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

Name: Peter Bove  
 Internal Address: Weil, Gotshal & Manges LLP  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 767 5th Avenue  
 \_\_\_\_\_  
 City: New York State: NY Zip: 10153

FINANCE SECTION  
NOV 22 PM 1:48

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                      Phyllis Eremitaggio                      November 22, 2002  
 Name of Person Signing                      Signature                      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

11/27/2002 GT0N11 00000003 230800 2022635  
 01 FC:8521 40.00 CH  
 02 FC:8522 75.00 CH

TRADEMARK  
 REEL: 002623 FRAME: 0800

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

*Trademark Registrations*

**A. REGISTERED TRADEMARKS**

Cellu Tissue Corporation – Neenah

1. “Magic Soft”, Trademark Registration No. 2,022,635, registered on December 10, 1996; International Class No. 16 for paper towels; paper napkins and bathroom tissue.
2. “Magic Soft”, Trademark Registration No. 2,080,681, registered on July 22, 1997; International Class No. 16 for facial tissues.
3. “TP Tagsons Papers” (and Design), Trademark Registration No. 2,055,935, registered on April 22, 1997; International Class No. 16 for paper towels; paper napkins; facial tissues and bathroom tissues.
4. “TP Tagsons Papers” (and Design), Trademark Registration No. 1,954,687, registered on February 6, 1996; International Class No. 16 for paper towels.

**B. TRADEMARK APPLICATIONS**

None

**C. TRADEMARK LICENSES**

None

# TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of September 30, 2002, by Cellu Tissue Corporation – Neenah (the “*Grantor*”), 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 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, the Grantor is party to a Guaranty pursuant to which it has guaranteed the Obligations of all Borrowers; and

WHEREAS, the Grantor is party to a Pledge and Security Agreement of even date herewith in favor of the Agent (the “*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 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, the 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***

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 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 the 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 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, 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.

**GRANTOR:**

**CELLU TISSUE CORPORATION - NEENAH**

By:   
Name: Paul Mullan  
Title: President

**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: 002623 FRAME: 0805**

STATE OF New York

ss.:

COUNTY OF New York

On this 30 day of September, 2002, before me personally came Paul Mullan, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he/she is the President of CELLU TISSUE CORPORATION-NEENAH, a Delaware corporation and that he/she executed the foregoing instrument in the firm name of CELLU TISSUE CORPORATION-NEENAH, and that he/she had authority to sign the same, and he/she acknowledged to me that he/she executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

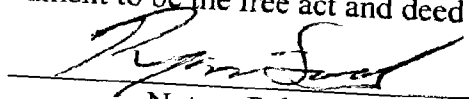
Ronald Carlton  
Notary Public

RONALD CARLTON  
NOTARY PUBLIC, State of New York  
No. 24-01CA4841982  
Qualified in Kings County  
Certificate Filed in New York County  
Commission Expires June 30, 15 2003

ACKNOWLEDGEMENT OF GRANTOR

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

On this 30th day of September, 2002 before me personally appeared Allison Friedman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The CIT Group/Business Credit, Inc., who being by me duly sworn did depose and say that she 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 she acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

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

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]