

Form **FTO-1594**  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

FiberMark, Inc., a Delaware corporation

- 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: 11/12/2003

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation  
Internal  
Address: \_\_\_\_\_

Street Address: 335 Madison Avenue, 12th Floor  
City: NEW YORK State: NY Zip: 10017

- 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 A

B. Trademark Registration No.(s) \_\_\_\_\_  
See Schedule A

Additional number(s) attached  Yes  No

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

Name: Stacey Farrell

Internal Address: Bingham McCutchen LLP

Street Address: 150 Federal Street

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: \_\_\_\_\_

**80**

7. Total fee (37 CFR 3.41).....\$ 2,015.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

**DO NOT USE THIS SPACE**

9. Signature.

Stacey Farrell  
Name of Person Signing

  
Signature

November 26, 2003  
Date

Total number of pages including cover sheet, attachments, and document: **13**

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

OP \$2015.00 75101608

**Recordation Form Cover Sheet  
TRADEMARKS**

**ITEM 1** (continuing information)

Name of conveying party (ies):

FiberMark International Holdings, LLC  
a Delaware Limited Liability Company

FiberMark North America, Inc.  
a Delaware Corporation

**SCHEDULE A****U.S. Trademarks and Trademark Registrations**

<u>Trademarks or Service Mark</u>	<u>Registrations</u> <u>United States Patent and Trademark Office</u>	
	<u>Registration No.</u>	<u>Registration Date</u>
ACADIA	1,883,559	3/14/1995
ADIRONDACK	1,061,638	3/22/1977
Alloy	2,778,756	7/23/2002
ARCO-FLEX	1,848,580	8/9/1994
Balmoral	2,654,598	11/26/2002
BEAVERLAND	1,035,780	3/16/1976
BELMONT	1,062,204	3/29/1977
BROWNVILLE	1,035,779	3/16/1976
CESHIRE LINEN	1,874,646	1/17/1995
Chilac	1,272,651	4/3/1984
COMPANO	1,355,038	8/20/1985
Corvon	841,660	1/2/1968
Covercut	1,876,622	1/31/1995
Coverttext	1,618,779	10/23/1990
CRYSTALLON	318,529	10/30/1974
DATA-GUARD	1,431,051	3/3/1987
Docu-Cover	1,617,632	10/16/1990
DRUMHEAD	988,426	7/16/1974

DURAPRESS	2,397,889	10/24/2000
ENDURA	1,062,201	3/29/1977
ENDURA	1,713,651	9/8/1992
ENDURA (Stylized)	2,141,761	3/10/1998
ENDURA (Stylized)	595,954	9/28/1954
ENDURA LITE	1,692,207	6/9/1992
ENDURA POST	1,758,317	3/16/1993
ENDURA TREE DESIGN	1,659,735	10/8/1991
FIBERLEC	1,067,454	6/7/1977
FORTESSE	2,628,967	10/1/2002
GLASCEL	689,513	12/8/1959
GRAFTEX	1,831,337	4/19/1994
GUIDE WRITE (Abandoned)	1,617,599	10/16/1990
GUIDEX	961,517	6/19/1973
Hyflex	1,953,704	1/30/1996
Indian Weave Embossed (stylized)	528,942	8/15/1950
JERSEY	728,554	3/13/1982
KAOBESTOS	667,440	9/23/1958
KAOKORK	659,355	3/11/1958
KAOPAK	607,299	6/14/1955
KINEX	905,697	1/12/1971
Kivar	1,355,308	8/20/1985

Kivar and design	329,555	11/5/1935
KRALEX	316,217	8/21/1934
Lexide (stylized letters)	248,035	10/16/1928
Lexotone	1,325,919	3/19/1985
MILLENIAMARK (1 Word)	2,218,932	1/19/1999
NORVAL (primary)	1,158,080	6/23/1981
NORVAL (supp. register)	992,772	9/3/1974
Pajco	1,242,060	6/14/1983
PANACHE SOFPRINT	2,725,872	6/10/2003
Pellaq	2,304,320	12/28/1999
PETALS EVERLASTING	1,891,041	4/25/1995
Premoid (stylized letters)	255,362	4/23/1929
PRESENTING THE WORLD'S DOCUMENTS	1,994,459	8/20/1996
PRESS GUARD	1,103,881	10/10/1978
PRESS GUARD (& DESIGN)	1,134,123	4/29/1980
PRESS MATE	1,121,856	7/10/1979
PRESSPAK	763,528	1/21/1964
Reliance (& Design) (stylized)	77,115	3/8/1910
REPRISE	1,711,593	9/1/1992
S	1,731,042	11/10/1992
SARANAC	1,035,777	3/16/1976
SEDONA	1,883,558	3/14/1995

Skivertex	860,758	11/26/1968
SOLERRA	2,580,143	6/11/2002
Sturdetan	1,301,656	10/23/1984
SUEDETEX	2,422,193	1/16/2001
SUPER ARCOFLEX	1,829,385	4/5/1994
TEXT-GUARD	1,756,815	3/9/1993
Tufwite (stylized)	618,249	12/27/1955
VALTEX	2,595,432	7/16/2002
VB	1,419,981	12/9/1986
Verigood	534,182	12/5/1950

<u>Trademarks or Service Mark</u>	<b>Pending Applications</b> <b>United States Patent and Trademark Office</b>	
	<u>Serial No.</u>	<u>Filing Date</u>
CUSTOMPAPERS.COM	75-101608	5/9/1996
DIMENSIONS	78-066599	5/31/2001
DIMENSIONS (Design Only)	76-295007	8/2/2001
FIORI	78-234800	4/7/2003
Hillcrest	72-208975	1/30/2003
IRIDESCENTS	78-167818	8/25/2002
Silk Touch	78-151363	8/6/2002
TOUCHÉ (stylized)	78-164501	9/16/2002

EXECUTION COPY

**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 12, 2003, by **FIBERMARK, INC.**, a Delaware corporation, **FIBERMARK INTERNATIONAL HOLDINGS LLC**, a Delaware limited liability company and **FIBERMARK NORTH AMERICA, INC.**, a Delaware corporation (collectively, the "Grantors" and individually, a "Grantor"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, in its capacity as Administrative Agent for Lenders.

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among Grantors, Fibermark Lahnstein GmbH & Co. OHG, a partnership organized under the laws of Germany, Fibermark Gessner GmbH & Co. OHG, a partnership organized under the laws of Germany, the other Persons named therein as Credit Parties, Administrative Agent, European Loan Agent, Fronting Lender 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 the Loans and to incur Letter of Credit Obligations for the benefit of Grantors and the other Credit Parties party thereto;

**WHEREAS**, Administrative Agent, Fronting Lender and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for Agents, Fronting Lender and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

**WHEREAS**, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for Agents, Fronting Lender and the ratable benefit of Lenders, this Trademark Security Agreement;

**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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or in Annex A thereto.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby grants to Administrative Agent, on behalf of Agents, Fronting Lender and Lenders, a continuing first priority security interest in all of each Grantor's right, title and

interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or 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.

Notwithstanding the foregoing the term "Trademark Collateral" shall not include: (a) any "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, (b) any contract, instrument or chattel paper in which any Grantor has any right, title or interest if and to the extent that any valid and enforceable law or regulation, or contract term or provision, in each case applicable to such right, title or interest prohibits the creation of a security interest therein or (c) any contract, instrument or chattel paper in which any Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of any Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder or breach thereof enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that (A) the foregoing exclusion in clause (c) shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, (ii) such prohibition would be rendered ineffective pursuant to Section 9-318(4) of the UCC or Sections 9-407 (a) or 9-408(a) of Revised Article 9 of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity) or (iii) the law or regulation which caused such exclusion become inapplicable; (B) each of the Grantors shall use its reasonable efforts to exclude from any contract, instrument or chattel paper entered into on or after the Closing Date, any prohibition against the granting by such Grantor to the Administrative Agent of a security interest therein; and (C) immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Trademark Collateral" shall include, and such applicable Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect the unconditional continuing security interest granted herein to the Administrative Agent in and to all rights, title and interests of the Grantors in or to any payment obligations or other rights to receive monies due or to become due

under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of Agents, Fronting Lender and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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 page follows]

## FiberMark TradeMarks

Mark	Description	State or Country	Reg. #	Date Issued/ Registered
ACADIA	Pressboard	U.S.	1883559	3/14/1995
ADIRONDACK	Paperboard blanks, cover stock	U.S.	1061638	3/22/1977
Alloy		U.S.	2778756	7/23/2002
ARCO-FLEX	Ungummed paper tape for binding pads, binders & books	U.S.	1848580	8/9/1994
Balmoral		U.S.	2654598	11/26/2002
BEAVERLAND	Paper stock for use in making covers, ex.- menus, passbooks, presentation folders	U.S.	1035780	3/16/1976
BELMONT	Bristol board	U.S.	1062204	3/29/1977
BRISTOFLEX	Bristol papers		Not Reg.	
BROWNVILLE	Paper boards of offset printing	U.S.	1035779	3/16/1976
C B RAILROAD BOARD			Not Reg.	
CARBOMAT	Carbon filled technical papers		Not Reg.	
CERTIFINE	Tympan paper & bristol board		Not Reg.	
CHESHIRE LINEN	Cover stock	U.S.	1874646	1/17/1995
Chilac	Vinyl-coated bookbinding material	U.S.	1272651	4/3/1984
COMPANO		U.S.	1355038	8/20/1985
Corvon	Cover stock for publishing industry	U.S.	841660	1/2/1968
Covercut	Latex impregnated and coated paper used for book covering, box covering and related applications	U.S.	1876622	1/31/1995
Covertex	Coated paper covering for bible covers	U.S.	1618779	10/23/1990
CRYSTALLON		U.S.	318529	10/30/1974
CUSTOM-FYL	Activated carbon & filter purification products		Not Reg.	
CUSTOMPAPERS.COM		U.S.	75/101608	5/9/1996
DATA-GUARD	Embossed coated pressboard cover stock sold in the form of rolls & sheets for conversion into data binder covers & the like	U.S.	1431051	3/3/1987
DIMENSIONS		U.S.	78-068599	5/31/2001
DIMENSIONS (Design Only)		U.S.	76-295007	8/2/2001
Docu-Cover	Coated paper covering used for presentation folders	U.S.	1617632	10/16/1990
DRUMHEAD		U.S.	988426	7/16/1974
DUET and DUO				
DURAPRESS	Medium weight pressboard	U.S.	2397889	10/24/2000
ENDURA		U.S.	1062201	3/29/1977
ENDURA		U.S.	1713651	9/8/1992
ENDURA (Stylized)		U.S.	2141761	3/10/1998
ENDURA (Stylized)		U.S.	0596954	9/28/1954
ENDURA LITE		U.S.	1692207	6/9/1992
ENDURA POST		U.S.	1758317	3/16/1993
ENDURA TREE DESIGN		U.S.	1659735	10/8/1991
FIBERLEC	Northern kraft medium & high density electrical insulation	U.S.	1067454	6/7/1977
FIORI		U.S.	78-234800	4/7/2003
FORTESSE		U.S.	2628967	10/1/2002
GEN-GUARD	Pigment-coated & embossed GENUINE PRESSBOARD™	U.S.	Not Reg.	
GENUINE PRESSBOARD	Type I pressboard		Not Reg.	
GESSNER				
GLASCEL	Paper made from a mixture of glass and cellulosic fibers in which the glass fibers predominate	U.S.	0689513	12/8/1959
GRAFTEX		U.S.	1831337	4/19/1994
GRAPHOMAT	Graphite filled technical papers		Not Reg.	
GUIDE WRITE (Abandoned)	Posterboard	U.S.	1617599	10/16/1990
GUIDE-R			Not Reg.	
GUIDEX	Paperboard & pressboard-Type II	U.S.	961517	6/19/1973
Hillcrest		U.S.	72-208975	1/30/2003
HOLOTEX			Not Reg.	
HYDROFIX				
Hyflex	Coated paper for use in covering books	U.S.	1953704	1/30/1996

## FiberMark TradeMarks

Mark	Description	State or Cntry	Reg. #	Date Issued/Registered
Indian Weave Embossed (stylized)		U.S.	528942	8/15/1950
IRIDESCENTS		U.S.	78-167818	8/25/2002
JERSEY	Cover stock	U.S.	728554	3/13/1982
KAOBESTOS	Gasket material	U.S.	667440	9/23/1958
KAOKORK	Gasket material	U.S.	659355	3/11/1958
KAOPAK	Gasket material-namely treated gasket paper	U.S.	607299	6/14/1955
Kinex	Heavy duty woven fabrics impregnated with plastic and simulated leather, sold primarily to other manufacturers for use as components of other products, paper and paperboard backing for use as backing primarily to other manufacturers for use as components of other products, non-woven fibrous backing material and light weight fabrics impregnated with plastic, sold primarily to other manufacturers for use as components of other products	U.S.	905697	1/12/1971
Kivar	Papers coated with resinous and plastic films especially suitable for book covers, automobile trim, leather novelties, box and case coverings, luggage linings, luggage coverings, card table covers, place mats, desk pad sets, desk calendar covers, picture frame covers, wallboard covers, game boards, movie screens, pressure sensitive tape, finishes for children's furniture and computer software packaging	U.S.	1355308	8/20/1985
Kivar and design	Pyroxilin coated papers especially suitable for leather novelties, box coverings, luggage linings, turned edge work, and many types of bindings	U.S.	329555	11/5/1935
Kivar Mexican trademark		U.S.		
KRALEX	Innersoles composed of leather fiber, pulp fiber, & rubber composition	U.S.	316217	8/21/1934
LATEX FIBER PRODUCTS	Assumed name used in NY			
Lexide (stylized letters)	Sheet material made of fibre and rubber for manufacture directly or with further treatment into a wide variety of articles	U.S.	248035	10/18/2028
Lexotone	Nonwoven textile fabrics coated with acrylic or pyroxylin for use in the manufacture of book covers	U.S.	1325919	3/19/1985
MILLENIAMARK (1 Word)		U.S.	2218932	1/19/1999
MONTANA COVER	Cover stock		Not Reg.	
MOTTLED FINISH	Distinctive marbled or mottled appearance for paperboard/pressboard cover stocks		Not Reg.	
MULTIKUT			Not Reg.	
NORVAL (primary)	Paperboard, including smooth colored paperboard suitable for printing and embossing	U.S.	1158080	6/23/1981
NORVAL (supp. register)	Paperboard, including smooth colored paperboard suitable for printing and embossing	U.S.	992772	9/3/1974
Pajco	Specialty paperboard	U.S.	1242060	6/14/1983
PANACHE SOFPRINT		U.S.	2725872	6/10/2003
Pellaq	Papers coated with resinous and plastic films especially suitable for decorative box coverings, books coverings, book covers, album covers, loose leaf binders, stationery items, leather novelties and luggage and small leather goods	U.S.	2304320	12/28/1999
PETALS EVERLASTING		U.S.	1,891, 041	4/25/1995
Premoid (stylized letters)	Rubber-containing fibrous material in block or sheet form, including rubber-containing paper rolls	U.S.	255362	4/23/1929
PRESENTING THE WORLD'S DOCUMENTS		U.S.	1994459	8/20/1996
PRESS GUARD	Moisture resistant embossed pressboard	U.S.	1103881	10/10/1978
PRESS GUARD (& DESIGN)	Moisture resistant embossed pressboard	U.S.	1134123	4/29/1980

TRADEMARK

Trademarks 11/17/03 xls: FiberMark Product Trademarks  
REEL: 002754 FRAME: 0582

## FiberMark TradeMarks

Mark	Description	State or Cntry	Reg. #	Date Issued/Registered
PRESS MATE	Pressboard adapted for make ready use as a female die in the box making industry	U.S.	1121856	7/10/1979
PRESSBOARD PRODUCTS	Trade name used in VT			
PRESSPAK	Make ready for printing presses	U.S.	763528	1/21/1964
RECYCOTAPE				
Reliance (&Design) (stylized)		U.S.	77115	3/8/1990
REPRISE	High recycled content prod.lines	U.S.	1711593	9/1/1992
RICHFORD BLANKS			Not Reg.	
ROPACO	Followed sale to Armstrong		Not Reg.	
S	Corporate logo	U.S.	1731042	11/10/1992
SARANAC	Paper stock for use in making covers, ex.- menus,passbooks,presentation folders	U.S.	1035777	3/16/1976
SATURFLEX				
SEDONA	Cover stock	U.S.	1883558	3/14/1995
Silk Touch		U.S.	78-151363	8/6/2002
Skivertex	Plastic sheet material for use as a covering for hard, rigid surfaces, for use in the manufacture of wallets, and for use in the manufacture of covers for soft-cover books	U.S.	860758	11/26/1968
SNOW FOLD			Not Reg.	
SOLERRA		U.S.	2580143	6/11/2002
STEINBEIS GESSNER GmbH Sturdetan	Acrylic or pyroxylin coated paper	U.S.	1301656	10/23/1984
SUEDETEX	Suede-like cover stock	U.S.	2422193	1/16/2001
SUPER ARCOFLEX	Ungummed paper tape for binding pads, binders & books	U.S.	1829385	4/5/1994
TEXT-GUARD	Coated and embossed pressboard	U.S.	1756815	3/9/1993
THERMOMAT	Heat-formable materials		Not Reg.	
TORQFLEX	Gasket papers		Not Reg.	
TOUCHÉ (stylized)		U.S.	78-164501	9/16/2002
Tufwite (stylized)	Tag stock	U.S.	618249	12/27/1955
ULTRA CLEAN SVK-FILTER			Not Reg.	
VALTEX		U.S.	2595432	7/16/2002
VB		U.S.	1419981	12/9/1986
Verigood	Blotter paper	U.S.	534182	12/5/1950
VERMONT BRISTOL			Not Reg.	
WEATHERPROOF	Bristol papers		Not Reg.	

TRADEMARK

## FiberMark TradeMarks

Mark	Description	State or Cntry.	Reg. #	Date Issued/Registered
Arbelave	Bookbinding materials	U.K.	650386	
Arbelave	Leather and imitation leather, and articles made from those materials and not included in other classes; trunks and travelling bags.	U.K.	650387	
Bridge Device	Bookbinding materials	U.K.	1151322	
Bridge Device	Leather and imitation leather, and articles made from those materials and not included in other classes; trunks and travelling bags.	U.K.	1151323	
ENDURA		Canada	0133397	11/8/1963
ENDURA		France	1638027	7/31/1968
ENDURA		Germany	0799813	1/1/1965
ENDURA TREE DESIGN		France		
ENDURA TREE DESIGN		Germany	2052677	1/27/1993
ENDURA TREE DESIGN		Great Britian	15236232	1/13/1993
ENDURA TREE DESIGN		Italy		
ENDURA TREE DESIGN		Spain		
ENDURA TREE DESIGN		Switzer-land	404749	1/27/1993
PRESSPAK		CANADA	in process	