

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Release of Security Interest

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Heller Financial, Inc.		06/25/2004	CORPORATION: DELAWARE
Manufacturers and Traders Trust Company		06/25/2004	Chartered Bank: NEW YORK

## RECEIVING PARTY DATA

Name:	International Fiber Corporation (f/k/a International Filler Corporation)
Street Address:	50 Bridge Street
City:	North Tonawanda
State/Country:	NEW YORK
Postal Code:	14120
Entity Type:	CORPORATION: DELAWARE

Name:	International Filler LLC
Street Address:	50 Bridge Street
City:	North Tonawanda
State/Country:	NEW YORK
Postal Code:	14120
Entity Type:	LTD LIAB JT ST CO: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	0301817	SOLKA
Registration Number:	0424905	CELLUFLOC
Registration Number:	0443289	SOLKA-FLOC
Registration Number:	1337034	KEYCEL
Registration Number:	1456699	FLO-AM
Registration Number:	1539898	CHESEMUL
Registration Number:	1545931	JUST FIBER
Registration Number:	1710996	QUAL FLO

TRADEMARK

900009655

REEL: 002881 FRAME: 0048

CH \$290.00 0301817

Registration Number:	1779419	NUTRAFIBER
Registration Number:	1820358	SURFACE GUARD
Registration Number:	1923150	

# CORRESPONDENCE DATA

Fax Number: (312)660-0471

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Email: rprescan@kirkland.com

Correspondent Name: Renee Prescan

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ATTORNEY DOCKET NUMBER:	38762-40
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NAME OF SUBMITTER:	Karen A. Spindler
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## Total Attachments: 8

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## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "**Release**") is made as of June ~~25~~, 2004 ("**Effective Date**") by and between INTERNATIONAL FIBER CORPORATION (FORMERLY KNOWN AS INTERNATIONAL FILLER CORPORATION) a Delaware corporation (the "**Company**"), and INTERNATIONAL FILLER LLC, a Delaware limited liability company ("**Holdings**," and together with the Company, "**Obligors**"); and MANUFACTURERS AND TRADERS TRUST COMPANY, a New York chartered bank ("**M&T**"), and HELLER FINANCIAL, INC., as Administrative Agent, a Delaware corporation ("**Heller**," and together with M&T, the "**Lenders**").

**WHEREAS**, pursuant to that certain Security Agreement by and between Obligors and IBJ Whitehall Bank & Trust Company ("**IBJ**") dated January 28, 2000, the "**Initial Security Agreement**," the Obligors granted a continuing security interest in the "**Collateral**" as defined therein, including all of Obligors' right, title and interest in and to all United States and foreign trademarks, service marks and registrations of and applications to register the foregoing, and all trade names, trade styles, logos and/or designs, trade dress and assumed names owned by Grantor, including, without limitation, the United States trademark registrations set forth on Schedule A attached hereto, the U.S. state trademark registrations set forth on Schedule B attached hereto, the foreign trademark registrations and applications set forth on Schedule C attached hereto, and the unregistered trademarks set forth on Schedule D attached hereto, in each case, together with the goodwill associated therewith (collectively, the "**Trademarks**");

**WHEREAS**, Obligors and IBJ entered into the Initial Security Agreement pursuant to the terms and conditions of that certain Credit Agreement (the "**Initial Credit Agreement**") by and between Obligors and IBJ dated January 28, 2000;

**WHEREAS**, pursuant to the terms and conditions of that certain Amended and Restated Security Agreement by and between Obligors and IBJ dated August 25, 2000 (the "**Amended Security Agreement**"), Obligors continued the security interest granted under the Initial Security Agreement and granted additional security interest thereunder by amending and restating in its entirety the Initial Security Agreement;

**WHEREAS**, Obligors and IBJ entered into the Amended Security Agreement pursuant to the terms and conditions of that certain First Amended and Restated Credit Agreement by and between Obligors and IBJ dated August 25, 2000 (the "**First Amended Credit Agreement**");

**WHEREAS**, pursuant to that certain Third Amendment to First Amended and Restated Credit Agreement and Omnibus Amendment under Loan Documents by and between Obligors, The Industrial Bank of Japan Trust Company (as successor by merger with IBJ Whitehall Bank & Trust Company) ("**IBJapan**"), and Lenders dated July 1, 2002 (the "**Third Amended Credit Agreement**"), the entirety of the Loans and Commitments of IBJapan in its capacity as a Lender were purchased by Heller and M&T in their respective capacities as Lenders, and IBJapan, as Retiring Agent, assigned all liens and security interests in the Collateral to Heller, as Successor Agent;

**WHEREAS**, the Initial Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on February 9, 2000, at Reel 2032, Frame 0846, with a corrective assignment to correct the entity status of the Company recorded on June 5, 2000 at Reel 2093, Frame 0374;

**WHEREAS**, the Amended Security Agreement was recorded with the PTO on September 13, 2000 at Reel 2148, Frame 0489;

**WHEREAS**, the Third Amended Credit Agreement was recorded with the PTO on July 10, 2002 at Reel 2542, Frame 0808; and

**WHEREAS**, Obligors have paid all of their outstanding indebtedness to Lender.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lenders hereby terminate the Initial Security Agreement, the Initial Credit Agreement, the Amended Security Agreement, and the First Amended Credit Agreement, and the Third Amended Agreement, and hereby terminate, cancel and release any and all security interests they have against the Trademarks.


Lenders represent and warrant that: (i) they have the full power and authority to execute this Release; and (ii) they have not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks.

Lenders shall, at Obligors' expense, take all further actions, and provide to Obligors, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Obligors to more fully and effectively effectuate the purposes of this Release.

\* \* \* \* \*

IN WITNESS WHEREOF, Lenders have caused this Release to be executed by their duly authorized representatives as of the Effective Date.

HELLER FINANCIAL, INC.

  
Name: Ryan Cascade  
Title: Duly Authorized Signatory

MANUFACTURERS AND TRADERS TRUST COMPANY

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, Lenders have caused this Release to be executed by their duly authorized representatives as of the Effective Date.

**HELLER FINANCIAL, INC.**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MANUFACTURERS AND TRADERS TRUST COMPANY**

Kevin B. Quinn

Name: Kevin B. Quinn

Title: Vice President

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

<b>Trademark No.</b>	<b>Registration Date</b>	<b>Mark</b>
0,301,817	3/14/33	SOLKA
0,424,905	10/29/46	CELLUFLOC
0,443,289	8/23/49	SOLKA-FLOC
1,337,034	5/21/85	KEYCEL
1,456,699	9/8/87	FLO-AM
1,539,898	5/23/89	CHESEMUL
1,545,931	7/4/89	JUST FIBER
1,710,996	9/1/92	QUAL FLO
1,779,419	6/29/93	NUTRAFIBER
1,820,358	2/8/94	SURFACE GUARD
1,923,150	10/3/95	Design

**SCHEDULE B**

**U.S. STATE TRADEMARK REGISTRATIONS**

<b>State</b>	<b>Registration No.</b>	<b>Mark</b>
Minnesota	8,508	WHEAST



## SCHEDULE C

### FOREIGN TRADEMARK APPLICATIONS AND REGISTRATIONS

Country	Appl. No. or Reg. No./	Mark
Canada	UCA 026780	CELLUFLOC
Benelux	544,329	JUST FIBER
France	94504679	JUSTFIBER
Germany	WZ2097986	JUSTFIBER
Italy	692040	JUSTFIBER
Switzerland	425631	JUST FIBER & Design
Japan	4140629	JUSTFIBER
Canada	TMA434,207	KEYCEL
Canada	326,487	KEYCEL
Switzerland	P276650	SOLKA
Great Britain	573090	SOLKA
Great Britain	B864608	SOLKA-FLOC
Japan	2338159	SOLKA-FLOC
Japan	2317662	SOLKA-FLOC
Mexico	147579	SOLKA-FLOC
Germany	1,122,113	FLO-AM
United Kingdom	1,313,537	FLO-AM

**SCHEDULE D**  
**UNREGISTERED TRADEMARKS**

ALPH-CEL