01-26-2006

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2

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

1/24/06

103106723

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
FiberMark, Inc.; FiberMark North America, Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☑ Corporation- State: Delaware
☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☑ No

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? ☐ Yes ☑ No

Name: Silver Point Finance, LLC, as Agent
Internal Address:
Street Address: 161 Wellington Road
City: Battleboro
State: VT
Country: USA Zip: 05301

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☑ Other LLC Citizenship Delaware

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)

3. Nature of conveyance)/Execution Date(s) :
Execution Date(s) January 3, 2006

☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No.(s)
See Attached Schedule I

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

Additional sheet(s) attached? ☑ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Kristin Brozovic
Internal Address:
Street Address: c/o Latham & Watkins LLP
233 S. Wacker Drive, Suite 5800
City: Chicago
State: IL Zip: 60606
Phone Number: 312-876-6541
Fax Number: 312-993-9870
Email Address: kristin.brozovic@lw.com

6. Total number of applications and registrations involved: 54

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 1365.00
☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☑ Enclosed

8. Payment Information:
a. Credit Card Last 4 Numbers
Expiration Date
b. Deposit Account Number
Authorized User Name

9. Signature: Kristin Brozovic 1/20/06
Signature Date

Kristin Brozovic
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 14

01/27/2006 DDYRNE 00000068 71035638
01 FC:8521 40.00 OP
02 FC:8522 1325.00 OP
03 FC:8523 120.00 OP

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE I

FIBERMARK, INC. TRADEMARKS

UNITED STATES TRADEMARKS

Trademark	App. No./ Filing Date	Reg. No./ Issuance Date
"RELIANCE"	71/035638 (6/20/1908)	77115 (3/8/1910)
ACADIA	74/506562 (3/29/1994)	1883559 (3/14/1995)
ARCOFLEX	78/393958 (3/31/2004)	2938226 (4/5/2005)
ADIRONDACK	75/537912 (8/17/1998)	2297039 (11/30/1999)
ALLOY	78/146695 (7/23/2002)	2778756 (10/28/2003)
BALMORAL	78/111693 (2/28/2002)	2654598 (11/26/2002)
CHESHIRE LINEN	74/377681 (4/12/1993)	1874646 (1/17/1995)
CORVON	72/268129 (4/3/1967)	841660 (1/2/1968)
DATA-GUARD	73/576748 (1/8/1986)	1431051 (3/3/1987)
Mottled Pattern (Design Only)	76/295007 (8/2/2001)	N/A
DESIGNXPRESS	78/742309	NA
DIMENSIONS	78/066599 (5/31/2001)	2891810 (10/5/2004)
DOCU-COVER	78/203371 (1/15/2003)	2794900 (12/16/2003)
DURAPRESS	75/852749 (11/18/1999)	2397889 (10/24/2000)
ENDURA	74/238231 (1/14/1992)	1713651 (9/8/1992)
ENDURA	73/041194 (1/8/1975)	1062201 (3/29/1977)
FIBERMARK	75/247435 (2/25/1997)	2239455 (4/13/1999)
FIBERMARK	75/247434 (2/25/1997)	2192810 (9/29/1998)
FIBERMARK	75/247433 (2/25/1997)	2206162 (11/24/1998)

Trademark	App. No./ Filing Date	Reg. No./ Issuance Date
FIBERMARK and Design	75/247427 (2/25/1997)	2185032 (8/25/1998)
FIBERMARK and Design	75/247425 (2/25/1997)	2239454 (4/13/1999)
FORTESSE	76/060199 (6/1/2000)	2628967 (10/1/2002)
GRAFTON	78/460959 (8/3/2004)	2998087 (9/20/05)
GUIDEX	72/421116 (4/12/1972)	961517 (6/19/1973)
HILLCREST	78/208975 (1/30/2003)	2800430 (12/30/2003)
HYFLEX	74/517214 (4/26/1994)	1953704 (1/30/1996)
JERSEY	72/125182 (7/31/1961)	728554 (3/13/1962)
KIVAR	73/512239 (12/6/1984)	1355308 (8/20/1985)
KIVAR and Design	71/367281 (7/15/1935)	329555 (11/5/1935)
LEXIDE and Design	71/265997 (5/5/1928)	248035 (10/16/1928)
LEXOTONE	73/458066 (12/22/1983)	1325919 (3/19/1985)
NORVAL	73/235168 (10/15/1979)	1158080 (6/23/1981)
PAJCO	73/359031 (4/9/1982)	1242060 (6/14/1983)
PANACHE SOFPRINT	78/062729 (5/9/2001)	2725872 (6/10/2003)
PELLAQ	75/635244 (2/5/1999)	2304320 (12/28/1999)
PETALS EVERLASTING COLLECTION	74/496897 (3/4/1994)	1891041 (4/25/1995)
PREMOID	71/274279 (10/25/1928)	255362 (4/23/1929)
PRESS GUARD	73/164262 (3/30/1978)	1103881 (10/10/1978)
PRESS MATE	73/182580 (8/18/1978)	1121856 (7/10/1979)
SARANAC	75/469501 (4/17/1998)	2273994 (8/31/1999)

Trademark	App. No./ Filing Date	Reg. No./ Issuance Date
SEDONA	74/506561 (3/29/1994)	1883558 (3/14/1995)
SERENADE	78/693579 (8/16/2005)	N/A
SILKTOUCH	78/151363 (8/6/2002)	N/A
SKIVERTEX	72/271863 (5/18/1967)	860758 (11/26/1968)
SOLERRA	76/147564 (10/16/2000)	2580143 (6/11/2002)
SUEDETEX	75/716409 (5/27/1999)	2422193 (1/16/2001)
SUPER ARCOFLEX	74/392060 (5/19/1993)	1829385 (4/5/1994)
TEXT-GUARD	74/292075 (7/8/1992)	1756815 (3/9/1993)
TOUCHE	78/164501 (9/16/2002)	2805873 (1/13/2004)
TUFWITE	71/680900 (2/1/1955)	618249 (12/27/1955)
VALTEX	76/060197 (6/1/2000)	2595432 (7/16/2002)
VB	73/579056 (1/22/1986)	1419981 (12/9/1986)
VERIGOOD	71/535444 (9/24/1947)	534182 (12/5/1950)
WHERE DO YOU GO FOR INSPIRATION?	78/567579 (2/15/2005)	N/A

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of January 3, 2006, by **FIBERMARK, INC.**, a Delaware corporation ("Parent"), **FIBERMARK NORTH AMERICA, INC.**, a Delaware corporation ("Borrower") and each other person that becomes a party hereto pursuant to Section 24 of the Security Agreement (as hereinafter defined) (such persons together with Parent and Borrower collectively referred to herein as "Grantors" and individually as a "Grantor") in favor of **SILVER POINT FINANCE, LLC**, a Delaware limited liability company ("Silver Point"), as agent (together with any successor agent, "Agent") under the Term Loan Credit Agreement referred to below for the Secured Parties (as defined in the Security Agreement, as hereinafter defined).

W I T N E S S E T H:

WHEREAS, as of the date hereof, Lenders (as defined herein) will provide financing in the form of term loans to Borrower in the amount of Seventy-Five Million dollars ($75,000,000) in the aggregate pursuant to that certain Term Loan Credit Agreement, dated as of the date hereof, among Borrower, Parent, the other Persons named therein as credit parties, Agent and the financial institutions party thereto from time to time as lenders ("Lenders") (together with all appendices, exhibits and/or schedules thereto and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Term Loan Agreement");

WHEREAS, Parent is a party to the Parent Guaranty (as defined below), pursuant to which it has guaranteed the Obligations of the Borrower; and;

WHEREAS, the Credit Parties' business is a mutual and collective enterprise and Parent, Borrower and each other Credit Party believe that the consolidation of all loans and other financial accommodations under the Term Loan Credit Agreement and the execution of this Trademark Security Agreement will enhance the aggregate borrowing powers of Borrower and each other Credit Party and facilitate the Credit Parties' loan relationship with the Agent and the Lenders, all to the mutual advantage of Parent, Borrower and each other Credit Party;

WHEREAS, it is a condition precedent to the obligation of Lenders to make their respective extensions of credit to Borrower under the Term Loan Credit Agreement that each Grantor shall have executed and delivered this Trademark Security Agreement to Agent, for the benefit of the Secured Parties;

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 Security Agreement or if not defined therein, in the Term Loan Credit Agreement. In addition, the following term shall have the meanings set forth in this Section 1:

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the prompt and complete payment, performance and observance of all of the Obligations, each Grantor hereby grants, mortgages, pledges, and hypothecates to the Agent, for the benefit of the Secured Parties, a Lien upon all of its right, title and interest in, to and under the following personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located (all of which being hereinafter collectively referred to as the "Trademark Collateral"), including:

(a) all of its Trademarks and all Trademark Licenses to which it is a party, including those registered and applied for trademarks referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark License.

Notwithstanding the foregoing the term "Trademark Collateral" shall not include: (a) 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 that would result in the abandonment, invalidation or unenforceability of any right, title or interest of such Grantor therein,(b) any property or other asset of any Grantor from which such Grantor is prohibited or restricted by contract or as a matter of law from granting a security interest therein or that would result in the abandonment, invalidation or unenforceability of any right, title or interest of such Grantor 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; or that would result in the abandonment, invalidation or unenforceability of any right, title or interest of such Grantor therein; provided, however, that (A) the foregoing exclusions in clauses (a), (b) and/or (c) shall not apply if (i) such prohibition or preclusion, as applicable, 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 Sections 9-407(a) or 9-408(a) of Article 9 of the Uniform Commercial Code, 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 becomes inapplicable; and (B) immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Trademark Collateral" shall include, and such 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 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; (d) (1) any and all "Collateral" as such term is used and defined in that certain Equipment Financing Agreement, dated as of December 13, 1999, between Jules and Associates, Inc. and FM, as the same may be amended and in effect as of the Closing Date (including all addendum, riders, schedules, amendments and modifications), and (2) any and all "Collateral" as such term is used and defined in that certain Master Security Agreement, dated as of September 19, 2000, between The CIT Group/Equipment Financing, Inc. and FM, as the same shall have been assigned to General Electric Corporation by Specification of Assigned Interest executed on or about December 21, 2000, as the same may be amended and in effect as of the Closing Date (including all addendum, riders, amendments, schedules and modifications); or (e) any application to register a trademark or service mark in the United States Patent and Trademark Office filed by any Grantor pursuant to 15 U.S.C. § 1051 Section 1(b) if the grant of a security interest therein would result in the abandonment, invalidation or unenforceability of any right, title or interest of the Grantor therein unless and until evidence of use of the mark in interstate commerce is submitted to the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or 1(d), at which point the Trademark Collateral shall include, and the security interest granted hereunder shall attach to, such application.

3. SECURITY AGREEMENT. The Liens granted pursuant to this Trademark Security Agreement are granted in conjunction with the Liens granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Lien 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. Except as otherwise provided in this Trademark Security Agreement or the Security Agreement by specific reference to the applicable provisions of this Trademark Security Agreement, if any provision contained in this Trademark Security Agreement conflicts with any other provision of the Security Agreement, the provisions contained in the Security Agreement shall govern.

4. INTERCREDITOR AGREEMENT. This Trademark Security Agreement, the obligations of each Grantor hereunder and the rights of the Agent and the Secured Parties hereunder, are subject to the terms of the Intercreditor Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FIBERMARK NORTH AMERICA, INC., a Delaware corporation

By: _____
Name: John E. Hanley
Title: Vice President

FIBERMARK, INC., a Delaware corporation

By: _____
Name: John E. Hanley
Title: Vice President

Signature Page to Trademark Security Agreement

ACCEPTED AND ACKNOWLEDGED BY:

SILVER POINT FINANCE, LLC, as Agent

By: _____

Name: Zachary M. Zeitlin

Title: Authorized Signatory

Signature Page to Trademark Security Agreement

FIBERMARK, INC. TRADEMARKS

UNITED STATES TRADEMARKS

Trademark	App. No./ Filing Date	Reg. No./ Issuance Date
"RELIANCE"	71/035638 (6/20/1908)	77115 (3/8/1910)
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ADIRONDACK	75/537912 (8/17/1998)	2297039 (11/30/1999)
ALLOY	78/146695 (7/23/2002)	2778756 (10/28/2003)
BALMORAL	78/111693 (2/28/2002)	2654598 (11/26/2002)
CHESHIRE LINEN	74/377681 (4/12/1993)	1874646 (1/17/1995)
CORVON	72/268129 (4/3/1967)	841660 (1/2/1968)
DATA-GUARD	73/576748 (1/8/1986)	1431051 (3/3/1987)
Mottled Pattern (Design Only)	76/295007 (8/2/2001)	N/A
DESIGNXPRES S	78/742309	NA
DIMENSIONS	78/066599 (5/31/2001)	2891810 (10/5/2004)
DOCU-COVER	78/203371 (1/15/2003)	2794900 (12/16/2003)
DURAPRESS	75/852749 (11/18/1999)	2397889 (10/24/2000)
ENDURA	74/238231 (1/14/1992)	1713651 (9/8/1992)
ENDURA	73/041194 (1/8/1975)	1062201 (3/29/1977)
FIBERMARK	75/247435 (2/25/1997)	2239455 (4/13/1999)
FIBERMARK	75/247434 (2/25/1997)	2192810 (9/29/1998)
FIBERMARK	75/247433 (2/25/1997)	2206162 (11/24/1998)

Trademark	App. No./ Filing Date	Reg. No./ Issuance Date
FIBERMARK and Design	75/247427 (2/25/1997)	2185032 (8/25/1998)
FIBERMARK and Design	75/247425 (2/25/1997)	2239454 (4/13/1999)
FORTESSE	76/060199 (6/1/2000)	2628967 (10/1/2002)
GRAFTON	78/460959 (8/3/2004)	2998087 (9/20/05)
GUIDEX	72/421116 (4/12/1972)	961517 (6/19/1973)
HILLCREST	78/208975 (1/30/2003)	2800430 (12/30/2003)
HYFLEX	74/517214 (4/26/1994)	1953704 (1/30/1996)
JERSEY	72/125182 (7/31/1961)	728554 (3/13/1962)
KIVAR	73/512239 (12/6/1984)	1355308 (8/20/1985)
KIVAR and Design	71/367281 (7/15/1935)	329555 (11/5/1935)
LEXIDE and Design	71/265997 (5/5/1928)	248035 (10/16/1928)
LEXOTONE	73/458066 (12/22/1983)	1325919 (3/19/1985)
NORVAL	73/235168 (10/15/1979)	1158080 (6/23/1981)
PAJCO	73/359031 (4/9/1982)	1242060 (6/14/1983)
PANACHE SOFPRINT	78/062729 (5/9/2001)	2725872 (6/10/2003)
PELLAQ	75/635244 (2/5/1999)	2304320 (12/28/1999)
PETALS EVERLASTING COLLECTION	74/496897 (3/4/1994)	1891041 (4/25/1995)
PREMOID	71/274279 (10/25/1928)	255362 (4/23/1929)
PRESS GUARD	73/164262 (3/30/1978)	1103881 (10/10/1978)
PRESS MATE	73/182580 (8/18/1978)	1121856 (7/10/1979)

Trademark	App. No./ Filing Date	Reg. No./ Issuance Date
SARANAC	75/469501 (4/17/1998)	2273994 (8/31/1999)
SEDONA	74/506561 (3/29/1994)	1883558 (3/14/1995)
SERENADE	78/693579 (8/16/2005)	N/A
SILKTOUCH	78/151363 (8/6/2002)	N/A
SKIVERTEX	72/271863 (5/18/1967)	860758 (11/26/1968)
SOLERRA	76/147564 (10/16/2000)	2580143 (6/11/2002)
SUEDETEX	75/716409 (5/27/1999)	2422193 (1/16/2001)
SUPER ARCOFLEX	74/392060 (5/19/1993)	1829385 (4/5/1994)
TEXT-GUARD	74/292075 (7/8/1992)	1756815 (3/9/1993)
TOUCHE	78/164501 (9/16/2002)	2805873 (1/13/2004)
TUFWITE	71/680900 (2/1/1955)	618249 (12/27/1955)
VALTEX	76/060197 (6/1/2000)	2595432 (7/16/2002)
VB	73/579056 (1/22/1986)	1419981 (12/9/1986)
VERIGOOD	71/535444 (9/24/1947)	534182 (12/5/1950)
WHERE DO YOU GO FOR INSPIRATION?	78/567579 (2/15/2005)	N/A

FOREIGN TRADEMARKS

Country	Trademark	App. No./ Filing Date	Reg. No./ Issuance Date
Canada	ENDURA	0273100 (12/20/1962)	TMA133397 (11/8/1963)
France	FIBERMARK	INPI945164 (7/28/1988)	1638027
France	ENDURA	97 684880 6/30/1997	97 684880
Argentina	FIBERMARK	2.088.547 (6/25/1997)	1691035 (9/29/1988)
Argentina	FIBERMARK	2.088.546 (6/23/1997)	1691034 (9/29/1988)
Brazil	FIBERMARK	820,000,736 (8/6/1997)	820,000,736 (12/21/1999)
Brazil	FIBERMARK	820,000,744 (8/6/1997)	820,000,744 (10/5/1999)
Brazil	FIBERMARK	820,000,752 (8/6/1997)	820,000,752 (10/5/1999)
Canada	FIBERMARK	0848316 (6/17/1997)	TMA530745 (8/3/2000)
Colombia	FIBERMARK	97/036998 (7/11/1997)	209903
Colombia	FIBERMARK	97/036328	255526 (7/8/2002)
Germany	FIBERMARK	39729559 (6/26/1997)	39729559 (3/31/1998)
Hong Kong	FIBERMARK	8899/97 (6/26/97)	B09245/99 (2/27/97)
Hong Kong	FIBERMARK	8900/97 (6/26/97)	B11474/99 (2/25/97)
Indonesia	FIBERMARK	D97-25472	424435 (3/21/99)
Indonesia	FIBERMARK	D97-25471	424436 (3/23/99)
Malaysia	FIBERMARK	97/10151 (7/24/1997)	
Malaysia	FIBERMARK	97/10152 (7/24/1997)	
Mexico	FIBERMARK	303190 (7/31/1997)	637102 (12/15/1999)
Mexico	FIBERMARK	303188 (7/31/1997)	633421 (11/25/1999)

Country	Trademark	App. No./ Filing Date	Reg. No./ Issuance Date
Philippines	FIBERMARK	122464 (11/3/1997)	4-1997-122464 (1/15/2002)
Philippines	FIBERMARK	122466 (11/3/1997)	4-1997-122466 (1/15/2002)
Singapore	FIBERMARK		T9707600A
Singapore	FIBERMARK		T9707601Z
Singapore	FIBERMARK	(7599/97)	
Taiwan	FIBERMARK	860504718	
Taiwan	FIBERMARK	8605046918	888117 (4/1/2000)
Taiwan	FIBERMARK	86050468	853958 (6/11/1999)
Taiwan	FIBERMARK	86050473	894457 (6/16/2000)
Taiwan	FIBERMARK	86050472 (4/20/1999)	853959 (6/1/1999)
United Kingdom	FIBERMARK	2137158 (6/26/1997)	2137158 (2/27/1998)
Venezuela	FIBERMARK	97-012944 (7/14/1997)	
Venezuela	FIBERMARK	97-012943 (7/14/1997)	
Mexico	FIDERMARK	303189 (7/31/1997)	567528 (12/18/1997)
Austria	KIVAR	54260 (193064)	3/10/1965
Canada	KIVAR	0284609 (9/17/1964)	TMA150431 (4/28/1967)
Europe	KIVAR	0470651 (11/21/2005)	
Greece	KIVAR	149886 (7/29/2004)	
Korea	KIVAR		307459 (1/28/1995)
Mexico	KIVAR	556543 (7/15/2002)	808812 (10/9/2003)
People's Republic of China	KIVAR		79744 (12/6/2005)
Singapore	KIVAR		T0409398I