

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CDM Decor Papers Inc.		02/21/2006	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Wachovia Capital Finance Corporation
Street Address:	141 Adelaide Street West
Internal Address:	Suite 1500
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H3L9
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2577221	FOILSPEC
Registration Number:	2577220	MICROSPEC
Registration Number:	2378936	CDM
Registration Number:	2770008	ECLIPSE
Registration Number:	2537254	WILD WILD WOODS

CORRESPONDENCE DATA

Fax Number: (617)856-8201
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-856-8145
 Email: ip@brownrudnick.com
 Correspondent Name: Mark S. Leonardo
 Address Line 1: One Financial Center
 Address Line 2: Box IP
 Address Line 4: Boston, MASSACHUSETTS 02111

CH \$140.00 2577221

ATTORNEY DOCKET NUMBER:

25563/1

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Mark S. Leonardo

Signature:

/s/Mark S. Leonardo/

Date:

03/15/2006

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT

TRADEMARK SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT dated as of February 21st, 2006 (this "Agreement"), made by and between CDM DECOR PAPERS INC., a Canadian corporation (the "Borrower"), in favor of WACHOVIA CAPITAL FINANCE CORPORATION (CANADA) (the "Lender").

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement dated as of even date hereof between the Borrower and the Lender (as amended, supplemented or otherwise modified from time to time the "Loan Agreement"), the Borrower has granted a security interest in, among other things, all right, title and interest of the Borrower in, to and under all of the Borrower's Trademark Collateral (hereinafter defined), whether presently existing or hereafter arising or acquired as security for the Obligations of the Borrower under the Loan Agreement; and

WHEREAS, the Borrower is the owner of the entire right, title and interest in, to and under the Trademarks listed on Schedule 1 hereto.

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Agreement, the Borrower hereby agrees with the Lender as follows:

1. Defined Terms.

(a) Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

(b) Other Definitional Provisions.

(i) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(iii) "Associated Goodwill" shall mean all goodwill of the Borrower or its business, products and services appurtenant to, associated with or symbolized by the Trademarks and/or the use thereof.

(iv) "Trademarks" shall mean all of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and/or other source and/or product or service identifiers, and general intangibles of like nature, used or associated with or appurtenant to the products, services and business of the Borrower, which (i) are set forth on Schedule 1 attached hereto, or (ii) have been adopted, acquired, owned, held or used by the Borrower and are now owned, held or used by the Borrower, in the Borrower's business, or with the Borrower's products and services, or in which the Borrower has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and/or used by the Borrower

in the Borrower's business or with the Borrower's products and services, or in which the Borrower in the future acquires any right, title or interest.

(v) "Trademark Collateral" shall mean all of the Borrower's right, title and interest (to the extent Borrower has any such right, title or interest) in and to all of the Trademarks, the Trademark Registrations, the Trademark Rights, the Associated Goodwill, and all additions, improvements and accessions to, substitutions for, replacements of, and all products and proceeds (including insurance proceeds) of any and all of the foregoing.

(vi) "Trademark Registrations" shall mean all past, present or future federal, state, local and foreign registrations of the Trademarks (and all renewals and extensions of such registrations), all past, present and future applications for any such registrations of the Trademarks (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Borrower or the Lender, and to take any and all actions necessary or appropriate to maintain such registrations in effect and/or renew and extend such registrations.

(vii) "Trademark Rights" shall mean any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including but not limited to the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Borrower for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury.

2. Grant of Security Interest. As collateral security for the complete and timely payment, performance and satisfaction of all Obligations, the Borrower hereby unconditionally grants to Lender a continuing security interest in and first priority lien on the Trademark Collateral, and pledges, mortgages and hypothecates the Trademark Collateral to the Secured Party.

3. Assignments of Trademark Collateral and Goodwill. In addition to all other rights granted to the Lender under the Financing Agreements and this Agreement, upon and during the continuance of an Event of Default under the Loan Agreement and effective upon notice by Lender to Borrower, the Borrower hereby sells, assigns, transfers and sets over to the Lender the Borrower's entire right, title and interest in and to all Trademark Collateral and the Associated Goodwill of the Borrower.

4. Assignments of Trademark Licenses. In addition to all other rights granted to the Lender under the Financing Agreements and this Agreement, upon and during the continuance of an Event of Default under the Loan Agreement and effective upon notice by Lender to Borrower, the Borrower hereby sells, assigns, transfers and sets over to the Lender any and all assignable rights of the Borrower under any and all Trademark license agreements that Borrower is party to from time to time.

5. Representations and Warranties. The Borrower represents and warrants that:

- (a) the Trademarks are valid and subsisting and in good standing;
- (b) each of the Trademarks, is valid and enforceable and, to the knowledge of the Borrower, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;

- (c) the Borrower is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances (other than those created by this Agreement and the Financing Agreements), each of the Trademarks identified on Schedule 1 hereto;
- (d) the Borrower has good and marketable title to (free and clear of any and all liens, charges and encumbrances other than those created by this Agreement and the Financing Agreements) all Trademarks identified on Schedule 1 hereto; and
- (e) the Borrower has the legal right and authority to enter into this Agreement and perform its terms.

6. Release of Collateral and Termination. This Agreement and all obligations of the Borrower and the Lender hereunder shall terminate on the date upon which the Obligations have been indefeasibly paid in immediately available funds and satisfied in full and all commitments and obligations of the Lender shall have terminated under the Financing Agreements and otherwise without delivery of any instrument or performance of any act by any party. Upon termination of this Agreement, the Lender shall, at the expense of the Borrower, take such actions as reasonably may be necessary to release its security interest in the Trademark Collateral.

7. Binding Effect; Benefits. This Agreement shall be binding upon the Borrower and its successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns.

8. Financing Agreements. This Agreement has been executed and delivered by the Borrower for the purpose of recording the collateral assignment of the Lender in the Trademark Collateral with the United States Patent and Trademark Office. The collateral assignment granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender pursuant to the other Financing Agreements. In the event of any inconsistency between the terms of the other Financing Agreements and the terms of this Agreement, the terms of the other Financing Agreements shall govern.

9. Governing Law; Choice of Forum; Service of Process; JURY TRIAL WAIVER.

- (a) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE. THE PARTIES HERETO HEREBY DECLARE THAT IT IS THEIR INTENTION THAT THIS AGREEMENT SHALL BE REGARDED AS MADE UNDER THE LAWS OF THE STATE OF DELAWARE AND THAT THE LAWS OF SAID STATE SHALL BE APPLIED IN INTERPRETING ITS PROVISIONS IN ALL CASES WHERE LEGAL INTERPRETATION SHALL BE REQUIRED. EACH OF THE PARTIES HERETO AGREES (A) THAT THIS AGREEMENT INVOLVES AT LEAST \$100,000.000, AND (B) THAT THIS AGREEMENT HAS BEEN ENTERED INTO BY THE PARTIES HERETO IN EXPRESS RELIANCE UPON 6 DEL. C. §2708. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES (A) TO BE SUBJECT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN THE STATE OF DELAWARE, AND (B) TO THE

EXTENT SUCH PARTY IS NOT OTHERWISE SUBJECT TO SERVICE OF PROCESS IN THE STATE OF DELAWARE, TO APPOINT AND MAINTAIN AN AGENT IN THE STATE OF DELAWARE AS SUCH PARTY'S AGENT FOR ACCEPTANCE OF LEGAL PROCESS.

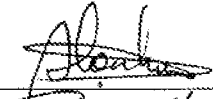
- (b) Borrower hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth on the signature pages hereof and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Lender's option, by service upon Borrower in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Borrower shall appear in answer to such process, failing which Borrower shall be deemed in default and judgment may be entered by Lender against Borrower for the amount of the claim and other relief requested.
- (c) BORROWER HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF BORROWER AND LENDER IN RESPECT OF THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. BORROWER HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT BORROWER OR LENDER MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF BORROWER AND LENDER TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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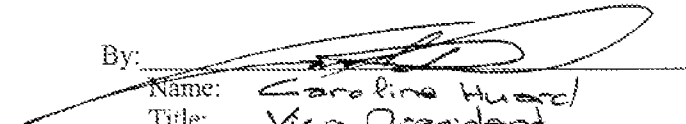
Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement and Collateral Assignment to be executed by its duly authorized representatives as of the date first above written.

CDM DECOR PAPERS INC.,
as the Borrower

By: 
Name: Pierre-Yves Couture
Title: President & CEO

WACHOVIA CAPITAL FINANCE CORPORATION
(CANADA),
as the Lender

By: 
Name: Caroline Huard
Title: Vice President

Schedule 1

Trademarks

Trademark	Registration Number/Application Number	Renewal Date	Registration Date
Foilspec (U.S.A.)	2,577,221	June 11, 2012	June 11, 2002
Microspec (U.S.A.)	2,577,220	June 11, 2012	June 11, 2002
CDM and Design (U.S.A.)	2,378,936	August 22, 2010	August 22, 2000
Eclipse (U.S.A.)	2,770,008	September 30, 2013	September 30, 2003
Wild Wild Woods (U.S.A.)	2,537,254	February 5, 2012	February 5, 2002

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