

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Interlake Acquisition Corporation Limited		06/26/2006	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	P.O. Box 2778		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77252		
<b>Entity Type:</b>	National Banking Association:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2584184	INTERLAKE	
Registration Number:	2568785	INTERLAKE PAPER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 455-7609		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	Kirstie Howard, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	509265/1142		
<b>NAME OF SUBMITTER:</b>	Kirstie Howard		
<b>Signature:</b>	/kh/		

OP \$65.00 2584184

Date:

06/29/2006

**Total Attachments: 7**

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GRANT OF  
SECURITY INTEREST IN U.S. TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN U.S. TRADEMARK RIGHTS ("Agreement"), dated as of June ~~26~~, 2006, is made by Interlake Acquisition Corporation Limited, a Nova Scotia, Canada corporation (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (the "Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of June 12, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Cellu Paper Holdings, Inc. ("US Borrower"), Interlake Acquisition Corporation Limited (the "Canadian Borrower"; together with the US Borrower, the "Borrowers"), the Loan Guarantors party thereto, the Lenders party thereto, the Agent, and JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian administrative agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to Borrowers, upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor, a member of an affiliated group of companies that includes Borrowers, executed and delivered a Pledge and Security Agreement, dated as of June 12, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Pledge and Security Agreement");

WHEREAS, pursuant to the Pledge and Security Agreement, Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing second priority security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby pledges and grants a continuing second priority security interest in the Trademarks listed on Schedule A hereto, to the Agent for the benefit of the Agent and the Lenders to secure the prompt and complete payment and performance when due of Grantor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Pledge and Security Agreement and is expressly subject to the terms and conditions thereof. The Pledge and Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect until expiration or termination thereof in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Pledge and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Pledge and Security Agreement, the Pledge and Security Agreement shall prevail.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized signatories as of the day and year first above written.

INTERLAKE ACQUISITION CORPORATION  
LIMITED

By: Dianne Schew  
Name:  
Title:

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

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

[Signature Page to Interlake TM Security Agreement]

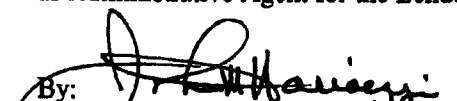
TRADEMARK  
REEL: 003340 FRAME: 0618

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized signatories as of the day and year first above written.

INTERLAKE ACQUISITION CORPORATION  
LIMITED

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

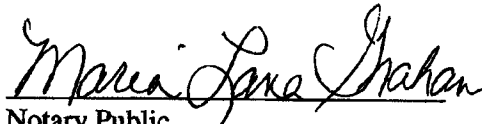
JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

By:   
Name: JOHN M. HARIACZY  
Title: VICE PRESIDENT

[Signature Page to Interlake TM Security Agreement]

STATE OF Georgia )  
 ) ss  
COUNTY OF Fulton )

On the 21<sup>st</sup> day of June, 2006, before me personally came Dianne Scheu, who is personally known to me to be the Chief Financial Off. of Interlake Acquisition Corporation Limited, a Nova Scotia, Canada corporation; who, being duly sworn, did depose and say that she/he is the Chief Financial Officer in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

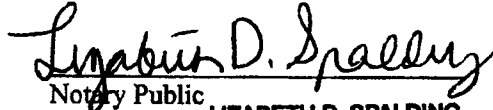
  
Notary Public

MARIA LANA GRAHAM  
NOTARY PUBLIC, FULTON CO., GA  
MY COMMISSION EXPIRES DEC. 21, 2003

(PLACE STAMP AND SEAL ABOVE)

STATE OF New York,  
COUNTY OF Monroe <sup>ss</sup>

On the 21<sup>st</sup> day of June, 2006, before me personally came JOHN M. HARIACZYI, who is personally known to me to be the VICE PRESIDENT of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the VICE PRESIDENT in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the management entity of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.



Notary Public

LIZABETH D. SPALDING

Notary Public, State of New York  
Qualified in Monroe County

Commission Expires January 20, 2010

(PLACE STAMP AND SEAL ABOVE)

[Signature Page to Interlake TM Security Agreement]

TRADEMARK  
REEL: 003340 FRAME: 0621



**SCHEDULE A**

**U.S. Trademark Registrations**

"INTERLAKE", Trademark Registration No. 2,584,184, registered June 25, 2002

"INTERLAKE PAPER", Trademark Registration No. 2,568,785, registered May 14, 2002

**Canadian Trademark Registrations**

"INTERLAKE", Canadian Trademark Registration No. TMA518841, registered October 28,  
1999

509265-1142-10853-NY03.2524858.1