

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
Insulair, Inc.		09/29/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	Citicorp North America, Inc.		
Street Address:	388 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2127523	INSULAIR	
Registration Number:	2139779	INSULAIR	
Registration Number:	2139778	I	
Serial Number:	78595392	SNAP 'N DRINK	
Serial Number:	78332401	HOME TO GO	
Serial Number:	78872339	ECOSMART	
Serial Number:	78872594	INSULAIR	
Serial Number:	78820717	ECOCUP	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	doug.plante@weil.com, phyllis.depaola@weil.com		
Correspondent Name:	Weil, Gotshal & Manges c/o Doug Plante		
Address Line 1:	767 5th Avenue		
Address Line 4:	New York, NEW YORK 11001		

CH \$215.00 2127523

ATTORNEY DOCKET NUMBER:	35899.0275
NAME OF SUBMITTER:	Doug Plante
Signature:	/Doug Plante/
Date:	10/18/2006
Total Attachments: 4 source=Insulair_ Short form trademark security agreement_#1689630#page1.tif source=Insulair_ Short form trademark security agreement_#1689630#page2.tif source=Insulair_ Short form trademark security agreement_#1689630#page3.tif source=Insulair_ Short form trademark security agreement_#1689630#page4.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 29, 2006, by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Citicorp North America, Inc. ("Citicorp"), as collateral agent for the First Lien Secured Parties and as collateral agent for the Second Lien Secured Parties (in both such capacities, the "Collateral Agent") (as defined in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of December 20, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among the Tender Facility Borrower, the Parent, Holdings, the Lenders and Issuers party thereto and Citicorp, as administrative agent for the Lenders and Issuers, and, upon the execution and delivery of an Assumption Agreement pursuant to Section 3.1(a) of the First Lien Credit Agreement, Georgia-Pacific Corporation (the "Company"), and the other Loan Parties that become parties thereto, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of December 20, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among the Company, the Parent, Holdings, the other Loan Parties party thereto, the Lenders party thereto and Citicorp, as administrative agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Guaranty, dated as of December 20, 2005, pursuant to which they have guaranteed the First Lien Obligations and the Second Lien Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement, dated as of December 20, 2005, in favor of the Collateral Agent (the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Collateral Agent to enter into the Credit Agreements and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreements or in the Security Agreement and used herein have the meaning given to them in the Credit Agreements or the Security Agreement.

Section 2. Grants of Security Interests in Trademark Collateral

(a) Each Grantor, (a) as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the First Lien Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the

Collateral Agent for the benefit of the First Lien Secured Parties, and grants to the Collateral Agent for the benefit of the First Lien Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor and (b) as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Second Lien Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Second Lien Secured Parties, and grants to the Collateral Agent for the benefit of the Second Lien Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

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

Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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 PAGES FOLLOW]

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

Very truly yours,

INSULAIR, INC.,
as Grantor

By: Mark DeLorenzo
Name: Mark V. DeLorenzo
Title: Assistant Treasurer

ACCEPTED AND AGREED
as of the date first above written:

CITICORP NORTH AMERICA, INC.,
as Collateral Agent

By: Arnold Y. Wong
Name: **Arnold Y. Wong**
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Schedule I
to
Trademark Security Agreement

Trademark Registrations

A. REGISTERED TRADEMARKS

- (i) Insulair (word) United States trademark registration 2,127,523
- (ii) Insulair (stylized) United States trademark registration 2,139,779
- (iii) I (stylized) United States trademark registration US 2,139,778

B. TRADEMARK APPLICATIONS

- (iv) Snap `N Drink Serial Number 78/595392 pending United States trademark application
- (v) Home To Go Serial Number 78/332401 pending United States trademark application
- (vi) EcoSmart TM pending United States trademark application Serial Number 78/872339
- (vii) Insulair (new stylized design) pending United States trademark application Serial Number 78/872594
- (viii) EcoCup Serial Number 78/820717 pending United States trademark application

C. TRADEMARK LICENSES

None.