

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GMAC Commercial Finance LLC		10/30/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	American Fiber Resources, LLC		
Street Address:	702 AFR Drive		
City:	Fairmont		
State/Country:	WEST VIRGINIA		
Postal Code:	26554		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2500719	AFR	
Registration Number:	2540929		
Registration Number:	2621698	AMERICAN FIBER RESOURCES	
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(617) 951-8084		
Email:	ashley.scibelli@bingham.com		
Correspondent Name:	Ashley B. Scibelli		
Address Line 1:	150 Federal Street		
Address Line 2:	Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Ashley B. Scibelli		
Signature:	/ Ashley B. Scibelli /		

OP \$90.00 2500719

Date:

11/02/2006

Total Attachments: 3

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**TERMINATION AND RELEASE
OF
TRADEMARK SECURITY AGREEMENT**

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT, dated as October 30, 2006 by **GMAC COMMERCIAL FINANCE LLC**, a Delaware limited liability company, in its capacity as agent and a lender ("Agent") in connection with a Loan and Security Agreement dated March 5, 2004 (the "Loan Agreement") among American Fiber Resources, LLC (the "Borrower"), AFR Holdco, Inc. and Pulp & Paper Holdco, Inc. (collectively, the "Guarantors") and the Agent. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Loan Agreement.

WHEREAS, pursuant to the Loan Agreement, the Agent and the Borrower entered into a Collateral Assignment of Trademarks and Security Agreement (the "Trademark Agreement") dated as of March 5, 2004, which Trademark Agreement was recorded March 12, 2004 with the United States Patent and Trademark Office at Reel 2932, Frame 0207 for the purpose of securing payment and performance of the Obligations;

WHEREAS, pursuant to the Loan Agreement and the Trademark Agreement the Borrower granted, assigned, transferred and conveyed to the Agent, by way of collateral security, all of the Trademarks (as defined in the Trademark Agreement) as security for the Obligations;

WHEREAS, as the Obligations have been paid in full, the Agent has agreed to terminate and release the Trademark Agreement and transfer to the Borrower its right, title and interest in the trademarks listed on Exhibit A attached hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates and releases the Trademark Agreement and assigns and transfers to the Borrower, without representation, warranty or recourse, all of the Agent's right, title and interest in and to the trademarks listed on Exhibit A attached hereto, effective as of the date set forth above.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflict of laws principles thereof.

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**GMAC COMMERCIAL FINANCE LLC, as
Agent**

By: 
Name: **JOSEPH SKAFROWSKY**
Title: **DIRECTOR**

EXHIBIT A

Trademark	Registration No.	Registration Date
AFR	2,500,719	10/23/2001
(Design Only)	2,540,929	02/19/2002
American Fiber Resources	2,621,698	09/17/2002