TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Third Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fibermark Holdings, LLC		12/11/2006	LIMITED LIABILITY COMPANY: DELAWARE
Fibermark North America, Inc.		12/11/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as agent
Street Address:	299 Park Avenue
Internal Address:	3rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Registration Number:	0077115	"RELIANCE"
Registration Number:	1883559	ACADIA
Registration Number:	2938226	ARCOFLEX
Registration Number:	2297039	ADIRONDACK
Registration Number:	2778756	ALLOY
Registration Number:	2654598	BALMORAL
Registration Number:	1874646	CHESHIRE LINEN
Registration Number:	0841660	CORVON
Registration Number:	1431051	DATA-GUARD
Registration Number:	3038726	
Serial Number:	78742309	DESIGNXPRESS
Registration Number:	2891810	DIMENSIONS

OP $1240.00 0077115

Registration Number:	2794900	DOCU-COVER
Registration Number:	2397889	DURAPRESS
Registration Number:	1713651	ENDURA
Registration Number:	1062201	ENDURA
Registration Number:	2192810	FIBERMARK
Registration Number:	2185032	FIBERMARK
Registration Number:	2628967	FORTESSE
Registration Number:	2998087	GRAFTON
Registration Number:	0961517	GUIDEX
Registration Number:	2800430	HILLCREST
Registration Number:	1953704	HYFLEX
Registration Number:	0728554	JERSEY
Registration Number:	1355308	KIVAR
Registration Number:	0329555	KIVAR
Registration Number:	0248035	LEXIDE
Registration Number:	1325919	LEXOTONE
Registration Number:	1158080	NORVAL
Registration Number:	1242060	PAJCO
Registration Number:	2725872	PANACHE SOFPRINT
Registration Number:	0255362	PREMOID
Registration Number:	1103881	PRESS GUARD
Registration Number:	1121856	PRESS MATE
Registration Number:	2273994	SARANAC
Registration Number:	1883558	SEDONA
Serial Number:	78693579	SERENADE
Registration Number:	0860758	SKIVERTEX
Registration Number:	2580143	SOLERRA
Registration Number:	2422193	SUEDETEX
Registration Number:	1829385	SUPER ARCOFLEX
Registration Number:	1756815	TEXT-GUARD
Registration Number:	2805873	TOUCHÈ
Registration Number:	2595432	VALTEX
Registration Number:	1419981	VB
Registration Number:	0534182	VERIGOOD
Serial Number:	78788672	FIBERMARK

Serial Number:	78788664	FIBERMARK
Registration Number:	2659722	ROPACO

CORRESPONDENCE DATA

Fax Number: (617)951-8736

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 617-951-8073

Email: jessica.davis@bingham.com

Correspondent Name: Jessica Davis

Address Line 1: 150 Federal Street

Address Line 2: Bingham McCutchen LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Jessica A. Davis
Signature:	/JADavis/
Date:	12/13/2006

Total Attachments: 12

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THIRD AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **THIRD AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), dated as of December 11, 2006, by **FIBERMARK HOLDINGS, LLC** (successor by merger to FiberMark, Inc.), a Delaware limited liability company ("FH") and **FIBERMARK NORTH AMERICA, INC.**, a Delaware corporation ("FiberMark NA"), each other person that becomes a party hereto pursuant to Section 24 of the Security Agreement (as hereinafter defined) (such persons together with FH and FiberMark NA collectively referred to herein as "Grantors" and individually as a "Grantor"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation ("GE Capital"), as agent under the Credit Agreement referred to below (in such capacity, the "Agent") for the Lenders (as defined in the Credit Agreement).

W I T N E S S E T H:

WHEREAS, FiberMark NA and FH (collectively, the "Existing Grantors"), the other Persons named therein as Credit Parties (as defined in the Existing Credit Agreement, as hereinafter defined) if any, Agent and the Persons signatory thereto from time to time as Lenders (each as defined in the Existing Credit Agreement, as hereinafter defined) entered into a Credit Agreement, dated as of January 3, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, as in effect immediately prior to the date hereof, the "Existing Credit Agreement");

WHEREAS, FiberMark Gessner GmbH, a limited liability company organized under the laws of Germany, FiberMark Lahnstein GmbH, a limited liability company organized under the laws of Germany, the other Persons named therein as Credit Parties (as defined in the German Credit Agreement, as hereinafter defined), Administrative Agent, European Loan Agent, Fronting Lender and the Persons signatory thereto from time to time as Lenders (each as defined in the German Credit Agreement, as hereinafter defined) entered into a Second Amended and Restated Credit Agreement, dated as of January 3, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "German Credit Agreement");

WHEREAS, FiberMark NA, the other Persons named therein as Credit Parties, if any, Silver Point Finance, LLC, as agent (the "Term Loan Agent") and the Persons signatory thereto from time to time as Lenders (each as defined in the Existing Term Loan Agreement, as hereinafter defined) entered into that certain Term Loan Credit Agreement, dated as of January 3, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, as in effect immediately prior to the date hereof, the "Existing Term Loan Agreement");

WHEREAS, the Existing Grantors, GE Capital as First Lien Agent and Third Lien Agent (each as defined in the Existing Intercreditor Agreement, as hereinafter defined) and Silver Point Finance, LLC as Second Lien Agent (as defined in the Existing Intercreditor Agreement, as hereinafter defined) entered into an Intercreditor Agreement, dated as of January 3, 2006 (as amended and in effect from time to time, as in effect immediately prior to the date hereof, the "Existing Intercreditor Agreement");

WHEREAS, the Existing Grantors and GE Capital, as collateral agent (the "Existing Collateral Agent") are party to that certain Second Amended and Restated Security Agreement, dated as of January 3, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, as in effect immediately prior to the date hereof, the "Existing Security Agreement"), whereby the Existing Grantors granted to the Existing Collateral Agent for the ratable benefit of the Secured Parties (as defined in the Existing Security Agreement, the "Existing Secured Parties"), a security interest in substantially all of each such Existing Grantor's personal property, to secure the payment and performance of the Obligations (as defined in the Existing Security Agreement);

WHEREAS, the Existing Grantors and the Existing Collateral Agent are party to that certain Second Amended and Restated Trademark Security Agreement, dated as of January 3, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, as in effect immediately prior to the date hereof, the "Existing Trademark Security Agreement");

WHEREAS, the Grantors, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (each as defined in the Credit Agreement, as hereinafter defined) are amending and restating the Existing Credit Agreement by entering into an Amended and Restated Credit Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, the Obligations (as defined in the German Credit Agreement) were repaid in full on October 10, 2006 and in connection therewith the German Credit Agreement was terminated;

WHEREAS, FiberMark NA, the other Persons named therein as Credit Parties, if any, Term Loan Agent and the Persons signatory thereto from time to time as Lenders (each as defined in the Term Loan Agreement, as hereinafter defined) are amending and restating the Existing Term Loan Agreement by entering into an Amended and Restated Term Loan Credit Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Term Loan Agreement");

WHEREAS, the Grantors, GE Capital as First Lien Agent (as defined in the Intercreditor Agreement, as hereinafter defined) and Silver Point Finance, LLC as Second Lien Agent (as defined in the Intercreditor Agreement, as hereinafter defined) are amending and restating the Existing Intercreditor Agreement by entering into an Amended and Restated Intercreditor Agreement, dated as of the date hereof (as amended and in effect from time to time, the "Intercreditor Agreement");

WHEREAS, the Grantors and the Agent are amending and restating the Existing Security Agreement by entering into a Third Amended and Restated Security Agreement, dated as of the date hereof (as amended and in effect from time to time, the "Security Agreement");

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WHEREAS, the Grantors and the other Credit Parties (as defined in the Credit Agreement) signatory to the Credit Agreement, if any, are members of a group of related companies, the success of any one of which is dependent in part on the success of the other members of the group; and

WHEREAS, in order to induce Agent and Lenders to enter into the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement) and to induce the Lenders to make the Revolving Loans and to incur the Letter of Credit Obligations as provided for in the Credit Agreement, Grantors have agreed to grant a continuing Lien on the Collateral (as hereinafter defined) to secure the Obligations (as defined in the Credit Agreement);

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for itself and for the benefit of the Lenders, this Trademark Security Agreement;

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.

2. CONFIRMATION AND GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Ratification and Grant of Security Interest. Each of FH and FiberMark NA hereby confirms that, pursuant to the Existing Trademark Security Agreement, to secure the prompt and complete payment, performance and observance of all of the Obligations (as defined in the Existing Credit Agreement), it granted, mortgaged, pledged, and hypothecated to the Agent for itself and for the benefit of the Existing Secured Parties, a Lien upon all of its right, title and interest in, to and under the Trademark Collateral (as hereinafter defined). To continue to secure the prompt and complete payment, performance and observance of all of the Obligations, each Grantor hereby (i) ratifies and restates such grant, and (ii) in addition, grants, mortgages, pledges, and hypothecates, to the Agent for itself and for the benefit of the Lenders, 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) 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 FH, as the same may be amended and in effect as of the Restatement Effective Date (including all addendum, riders, schedules, amendments 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 itself and for the benefit of the Lenders, 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 the Trademark Security Agreement conflicts with any other provision in the Security Agreement, the provision 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 Lenders hereunder, are subject to the terms of the Intercreditor Agreement.

[signature pages to follow]

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: _____
Title: _____

FIBERMARK HOLDINGS, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Name: Jeffrey Zinn
Title: Duly Authorized Signatory

TRADEMARK
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ACKNOWLEDGMENT OF GRANTOR

STATE OF Vermont)

) ss.

COUNTY OF Windham)

On this 7th day of [December], 2006, before me personally appeared John E. Hanley, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FIBERMARK NORTH AMERICA, INC., who being by me duly sworn did depose and say that s/he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its certificate of formation and that s/he acknowledged said instrument to be the free act and deed of said corporation.

Marcia J. Letourneau
Notary Public Comm Expires: 2/10/07

{seal}

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(Notary Signature Page to Third Amended and Restated Trademark Security Agreement)

ACKNOWLEDGMENT OF GRANTOR

STATE OF Vermont)

) ss.

COUNTY OF Windham)

On this 7th day of [December], 2006, before me personally appeared John E. Hurley, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FIBERMARK HOLDINGS, LLC, who being by me duly sworn did depose and say that s/he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its certificate of formation and that s/he acknowledged said instrument to be the free act and deed of said corporation.

Marcia J. Letourneau
Notary Public Comm Expires 2-10 07

(seal)

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(Notary Signature Page to Third Amended and Restated Trademark Security Agreement)

FIBERMARK NORTH AMERICA, INC. TRADEMARKS

FiberMark North America, Inc. Schedule of U.S. Trademarks and Trademark Applications

Jurisdiction	Trademark	Registration No. (App. No.)	Registr.Date (App. Date)	Status/ Comments
United States	"RELIANCE"	77115	3/8/1910	Registered
United States	ACADIA	1883559	3/14/1995	Registered
United States	ARCOFLEX	2938226	4/5/2005	Registered
United States	ADIRONDACK	2297039	11/30/1999	Registered
United States	ALLOY	2778756	10/28/2003	Registered
United States	BALMORAL	2654598	11/26/2002	Registered
United States	CHESHIRE LINEN	1874646	1/17/1995	Registered
United States	CORVON	841660	1/2/1968	Registered
United States	DATA-GUARD	1431051	3/3/1987	Registered
United States	Mottled Pattern (Design Only)	3038726	1/10/2006	Registered
United States	DESIGNXPRESS	(78/742309)	(10/28/2005)	Pending
United States	DIMENSIONS	2891810	10/5/2004	Registered
United States	DOCU-COVER	2794900	12/16/2003	Registered
United States	DURAPRESS	2397889	10/24/2000	Registered
United States	ENDURA	1713651	9/8/1992	Registered
United States	ENDURA	1062201	3/29/1977	Registered
United States	FIBERMARK	2192810	9/29/1998	Registered
United States	FIBERMARK and Design	2185032	8/25/1998	Registered
United States	FORTESSE	2628967	10/1/2002	Registered
United States	GRAFTON	2998087	9/20/05	Registered
United States	GUIDEX	961517	6/19/1973	Registered
United States	HILLCREST	2800430	12/30/2003	Registered
United States	HYFLEX	1953704	1/30/1996	Registered

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Jurisdiction	Trademark	Registration No. (App. No.)	Registr.Date (App. Date)	Status/ Comments
United States	JERSEY	728554	3/13/1962	Registered
United States	KIVAR	1355308	8/20/1985	Registered
United States	KIVAR and Design	329555	11/5/1935	Registered
United States	LEXIDE and Design	248035	10/16/1928	Registered
United States	LEXOTONE	1325919	3/19/1985	Registered
United States	NORVAL	1158080	6/23/1981	Registered
United States	PAJCO	1242060	6/14/1983	Registered
United States	PANACHE SOFPRINT	2725872	6/10/2003	Registered
United States	PREMOID	255362	4/23/1929	Registered
United States	PRESS GUARD	1103881	10/10/1978	Registered
United States	PRESS MATE	1121856	7/10/1979	Registered
United States	SARANAC	2273994	8/31/1999	Registered
United States	SEDONA	1883558	3/14/1995	Registered
United States	SERENADE	(78/693579)	(8/16/2005)	Pending
United States	SKIVERTEX	860758	11/26/1968	Registered
United States	SOLERRA	2580143	6/11/2002	Registered
United States	SUEDETEX	2422193	1/16/2001	Registered
United States	SUPER ARCOFLEX	1829385	4/5/1994	Registered
United States	TEXT-GUARD	1756815	3/9/1993	Registered
United States	TOUCHE	2805873	1/13/2004	Registered
United States	VALTEX	2595432	7/16/2002	Registered
United States	VB	1419981	12/9/1986	Registered
United States	VERIGOOD	534182	12/5/1950	Registered
United States	FIBERMARK	(78/788672)	(1/10/2006)	Pending
United States	FIBERMARK and Design	(78/788664)	(1/10/2006)	Pending
United States	ROPACO	2659722	12/10/2002	Registered

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FiberMark North America, Inc. Schedule of Foreign Trademarks and Trademark Applications

Jurisdiction	Trademark	Registration No. (App. No.)	Registr.Date (App. Date)	Status/ Comments
Canada	ENDURA	TMA133397	11/8/1963	Registered
Canada	FIBERMARK	TMA530745	8/3/2000	Registered
Canada	KIVAR	TMA150431	4/28/1967	Registered
Argentina	FIBERMARK	1691035	9/29/1988	Registered
Argentina	FIBERMARK	1691034	9/29/1988	Registered
Brazil	FIBERMARK	820000744	10/5/1999	Registered
Brazil	FIBERMARK	820000736	12/21/1999	Registered
Brazil	FIBERMARK	820000752	10/5/1999	Registered
Colombia	FIBERMARK	209903	(7/11/1997)	Registered
Colombia	FIBERMARK	255526	7/8/2002	Registered
Mexico	FIBERMARK	637102	12/15/1999	Registered
Mexico	FIBERMARK	633421	11/25/1999	Registered
Mexico	FIBERMARK	567528	12/18/1997	Registered
Mexico	KIVAR	808812	10/09/2003	Registered
Venezuela	FIBERMARK	(97-012944)	(7/14/1997)	Pending
Venezuela	FIBERMARK	(97-012943)	(7/14/1997)	Pending
CTM	KIVAR	(4730651)	(11/21/2005)	Pendin
France	ENDURA	1638027	(7/28/1988)	Registered
France	FIBERMARK	97 684880	(6/30/1997)	Registered
Greece	KIVAR	(149886)	(7/29/2004)	Pending
Germany	FIBERMARK	39729559	3/31/1998	Registered
UK	FIBERMARK	2137158	(6/26/1997)	Registered
China	KIVAR	79744	12/6/2005	Registered
Hong Kong	FIBERMARK	1999B09245	(2/25/1997)	Registered
Hong Kong	FIBERMARK	1999B11474	(2/25/1997)	Registered
Indonesia	FIBERMARK	424435	3/21/1999	Registered
Indonesia	FIBERMARK	424436	3/23/1999	Registered
Korea	KIVAR	(4020050056101)	(11/30/2005)	Pending
Korea	KIVAR	307459	1/28/1995	Registered
Malaysia	FIBERMARK	(97/10151)	(7/24/1997)	Pending
Malaysia	FIBERMARK	(97/10152)	(7/24/1997)	Pending
Philippines	FIBERMARK	41997122464	1/15/2002	Registered
Philippines	FIBERMARK	41997122466	1/15/2002	Registered
Singapore	FIBERMARK	T9707600A	2/25/1997	Registered
Singapore	FIBERMARK	T9707601Z	2/25/1997	Registered
Singapore	KIVAR	T04093981	6/11/2004	Registered
Taiwan	FIBERMARK	888117	4/1/2000	Registered
Taiwan	FIBERMARK	853958	6/11/1999	Registered
Taiwan	FIBERMARK	894457	6/16/2000	Registered
Taiwan	FIBERMARK	853959	6/1/1999	Registered
Taiwan	FIBERMARK	(860504718)	?	Pending

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