

**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
MPIA, Inc.		11/16/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Charter One Bank, N.A.
Street Address:	71 S. Wacker Drive
Internal Address:	29th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2027675	INTERNET
Registration Number:	2082850	INTERNET 100
Registration Number:	2185145	INITIATIVE 100
Registration Number:	2198257	MANISTIQUE PAPERS, INC.
Registration Number:	2265639	INTERFACE 100
Registration Number:	2276591	MANISTIQUE 100
Registration Number:	2408950	INTERNET
Registration Number:	2967417	MYSTIQUE

**CORRESPONDENCE DATA**

Fax Number: (312)207-1000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-207-1000  
 Email: ipdocket@sachnoff.com  
 Correspondent Name: Karla Rachwalski, Sachnoff & Weaver, Ltd

OP \$215.00 2027675

Address Line 1: 10 South Wacker Drive  
Address Line 2: 40th Floor  
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	210743.0002
NAME OF SUBMITTER:	Karla Rachwalski
Signature:	/Karla Rachwalski/
Date:	12/21/2006

**Total Attachments: 6**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of November 16, 2006, by MPIA, INC., a Delaware corporation, (the "**Grantor**"), in favor of CHARTER ONE BANK, N.A., a national banking association (together with any of its affiliate or subsidiary corporation, or their successors or assigns, being collectively referred to herein as the "**Bank**").

### RECITALS:

A. The Grantor has entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") with the Bank, pursuant to which the Bank has agreed to make loans to Grantor.

B. The Grantor and its affiliate, MPIH, Inc. a Delaware corporation, have entered into a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") with the Bank pursuant to which certain obligations owed to the Bank are secured.

C. Pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement to the Bank.

D. Pursuant to the terms of the Security Agreement, Grantor has granted to the Bank a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement.

### AGREEMENTS:

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement

of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "**Trademark Collateral**");

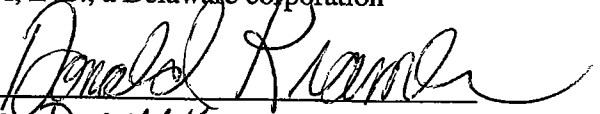
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "**Patent Collateral**").

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby and more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[signature page follows]

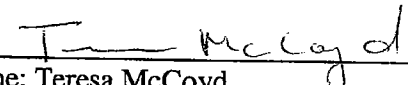
The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.


MPIA, INC., a Delaware corporation

By:   
Name: Donald Kames  
Title: President & CEO

Acknowledged:

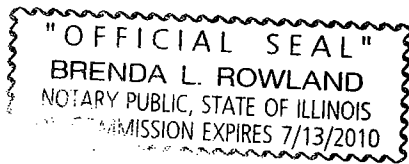
CHARTER ONE BANK, N.A., a national banking association

By:   
Name: Teresa McCoyd  
Title: Vice President

By:   
Name: Bernardo Lacayo  
Title: Senior Vice President

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

On this 12<sup>th</sup> day of April, 2006, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



Brenda L. Rowland  
Notary Public

SCHEDULE 1  
TO  
PATENT AND TRADEMARK SECURITY AGREEMENT

**Trademarks, Trademark Applications and Trademark Licenses**

Mark: INTERNET  
Registration No.: 2,027,675  
Registration Date: December 31, 1996

Mark: INTERNET 100  
Registration No.: 2,082,850  
Registration Date: July 29, 1997

Mark: INITIATIVE 100  
Registration No.: 2,185,145  
Registration Date: August 25, 1998

Mark: MANISTIQUE PAPERS, INC.  
Registration No.: 2,198,257  
Registration Date: October 20, 1998

Mark: INTERFACE 100  
Registration No.: 2,265,639  
Registration Date: July 27, 1999

Mark: MANISTIQUE 100  
Registration No.: 2,276,591  
Registration Date: September 7, 1999

Mark: INTERNET  
Registration No.: 2,408,950  
Registrations Date: November 28, 2000

Mark: MYSTIQUE  
Registration No.: 2,967,417  
Registration Date: July 12, 2005

SCHEDULE 2  
TO  
PATENT AND TRADEMARK SECURITY AGREEMENT

**Patents, Patent Applications and Patent Licenses**

U.S. Patent No.: 5,783,043  
Granted: July 21, 1998  
Title: PAPER COATING APPARATUS

U.S. Patent No.: 6,890,405 / Application No.: 10/704,687  
Granted: May 10, 2005 / Filed: November 12, 2003  
Title: METHOD OF CONTROLLING TACKINESS IN PAPERMAKING

MW\1359307

RECORDED: 12/21/2006

TRADEMARK  
REEL: 003449 FRAME: 0223