

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
Smart Papers Holdings LLC		04/05/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as Administrative Agent
Street Address:	1000 Abernathy Road, Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	1656789	BENEFIT
Registration Number:	0736040	CARNIVAL
Registration Number:	2588269	CORDWAIN
Registration Number:	1717974	GENESIS
Registration Number:	1631545	GROOVE
Registration Number:	1422791	HALOPAQUE
Registration Number:	2870275	IMAGINATION AWARD
Registration Number:	0847874	KNIGHTKOTE
Registration Number:	2653879	KROMEKOTE
Registration Number:	0500202	KROMEKOTE
Registration Number:	1514557	KROMEKOTE 2000
Registration Number:	1334289	LYNNFIELD
Registration Number:	2451660	MAGNA CARTA PARCHMENT

OP \$890.00 1656789

Registration Number:	1469008	MEDALLION
Registration Number:	2179074	MOSAIC
Registration Number:	2052750	OUTBACK
Registration Number:	1520808	PAGEENTRY
Registration Number:	1517990	PASSPORT
Registration Number:	1948996	PEGASUS
Registration Number:	2674078	SMART PAPERS
Registration Number:	2058351	SYNERGY
Registration Number:	1875934	WORX
Registration Number:	2795617	YOU'RE BRILLIANT. WE'RE SMART. IMAGINE THE POSSIBILITIES.
Registration Number:	2953606	SMARTE
Serial Number:	78697363	EARTH ECO
Serial Number:	78697345	EARTH LOGIC
Serial Number:	78697348	ECO-BALANCED
Serial Number:	78697365	ECO-LOGIC
Serial Number:	78697369	ENVIRON-CHOICE
Serial Number:	78759279	KROMEKOTE COLOR LASER PHOTO
Serial Number:	76270083	SMART
Serial Number:	78697376	SMART ECO 100
Serial Number:	78697337	SMART MEMORIES
Serial Number:	78697341	SMART PAK
Serial Number:	78697359	ECO-LOGIC BALANCED

CORRESPONDENCE DATA

Fax Number: (312)863-7865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-201-3865
Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson
Address Line 1: 55 E Monroe St., Ste. 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.120
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/

Date:

04/10/2007

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 5th day of April, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 5, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Smart Papers Holdings LLC, as borrower ("Borrower"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated as of April 5, 2007 among Borrower, Plainfield Papers Holdings LLC, the other "Grantors" that may from time to time be a party thereto and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, 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 or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial

proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

[signature page follows]

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.

GRANTORS:

SMART PAPERS HOLDINGS LLC

By: *D. J. Mal*
Name: DANIEL SYLANGE
Title: PRESIDENT

AGENT:

WELLS FARGO FOOTHILL, INC., as Agent

By: _____
Name: _____
Title: _____

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.

GRANTORS:

SMART PAPERS HOLDINGS LLC

By: _____
Name: _____
Title: _____

AGENT:

WELLS FARGO FOOTHILL, INC., as Agent

By: Gregory M. Hammond
Name: Gregory M. Hammond
Title: Senior Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark	Country	Serial No.	Registration No.
Benefit	USA		1,656,789
Carnival	USA		736,040
Cordwain	USA		2,588,269
Genesis	USA	74/082250	1,717,974
Groove	USA		1,631,545
Halopaque	USA	73/547303	1,422,791
Imagination Award	USA		2,870,275
Knightkote	USA		847,874
Kromekote	USA		2,653,879
Kromekote	USA		500,202
Kromekote 2000	USA		1,514,557
Lynnfield	USA		1,334,289
Magna Carta Parchment	USA	75/634700	2,451,660
Medallion	USA	73/645789	1,469,008
Mosaic	USA	75/112051	2,179,074
Outback	USA	75/113661	2,052,750
Pageantry	USA		1,520,808
Passport	USA	73/727656	1,517,990
Pegasus	USA	74/637305	1,948,996
Smart Papers	USA		2,674,078
Smarte	USA		2,953,606
Synergy	USA	75/012734	2,058,351
WORX	USA	74/417703	1,875,934
You're Brilliant. We're Smart. Imagine the Possibilities	USA	76/350,112	2,795,617

Trademark	Country	Serial No.	Registration No.
Earth Eco	USA	78/697363	
Earth Logic	USA	78/697345	
Eco-Balanced	USA	78/697348	
Eco-Logic	USA	78/697365	
Eco-Logic Balanced	USA	78/697359	
Environ-Choice	USA	78/697369	
Kromekote Color Laser Photo	USA	78/759279	
Smart	USA	76/270083	
Smart Eco 100	USA	78/697376	
Smart Memories	USA	78/697337	
Smart Pak	USA	78/697341	
Kromekote	USA		T-1520
Kromekote	USA		36420
Kromekote	USA		50844
Kromekote	USA		R-27891
Kromekote	USA		R350
Kromekote	USA		25,819

Trademark	Country	Application/Registration No.
Colorcast	Canada	363,450
Cordwain	Canada	1,130,740/594,461
Cross Pointe	Canada	460,784
Kromekote	Canada	030371
Magna Carta Parchment	Canada	557008
Outback	Canada	515908
Smart Memories	Canada	1,290,840
Smart Pak	Canada	1,290,854
Smart Papers	Canada	1,119,420/625,739
Synergy	Canada	488342

Trademark Licenses

None.