

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Certain Trademarks and Patents		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Citicorp North America, Inc.		03/22/2007	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Georgia-Pacific Chemicals LLC
<b>Street Address:</b>	133 Peachtree Street, N.E.
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30303
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2738399	ACTRABASE
Registration Number:	2705365	ACTRACOR
Registration Number:	2845538	ACTRAFOS
Registration Number:	2807109	ACTRALUBE
Registration Number:	2882248	ACTRAMER
Registration Number:	2787118	ACTRAMIDE
Registration Number:	2767659	ACTRASOL
Registration Number:	2782644	LATOL

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(415)369-8737
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	415 369 7368
<b>Email:</b>	trademark@thelen.com
<b>Correspondent Name:</b>	Marlene J. Williams
<b>Address Line 1:</b>	Thelen Reid Brown Raysman & Steiner LLP

CH \$215.00 2738399

Address Line 2: P.O. Box 190187  
Address Line 4: San Francisco, CALIFORNIA 94119-0187

NAME OF SUBMITTER:	Marlene J. Williams
Signature:	/marlene j. williams/
Date:	04/11/2007

Total Attachments: 4  
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**RELEASE OF SECURITY INTEREST IN  
CERTAIN TRADEMARKS AND PATENTS**

This **RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS AND PATENTS** (this "Release") is given as of this 22 day of March, 2007 by CITICORP NORTH AMERICA, INC., a corporation located at 388 Greenwich Street, New York, NY 10013, as Collateral Agent for the Secured Parties (the "Releasor"), in favor of GEORGIA-PACIFIC CHEMICALS LLC, a Delaware limited liability company located at 133 Peachtree Street, N.E., Atlanta, GA 30303 (the "Releasee"). Capitalized terms not otherwise defined herein have the meanings set forth (or incorporated) in the respective Security Agreement (as defined below).

**WHEREAS**, pursuant to that certain Trademark Security Agreement, dated as of December 23, 2005, between Georgia-Pacific Resins, Inc. (the "Prior Owner") and other Grantors on the one hand, and Releasor on the other hand (the "Trademark Security Agreement"), to secure the payment of the Obligations of the Prior Owner, the Prior Owner granted to Releasor for the ratable benefit of the Secured Parties a security interest in and to, inter alia, (i) all of Prior Owner's right, title and interest in and to, the trademarks and registrations set forth in Schedule A hereto (the "Trademarks"), (ii) all goodwill of the business connected with the use of and symbolized by such Trademarks, and (iii) all Proceeds of the foregoing (collectively, and together with the related goodwill and Trademarks, the "Trademark Collateral");

**WHEREAS**, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office (the "USPTO") on February 23, 2006, at Reel 3313/Frame 0083;

**WHEREAS**, pursuant to that certain Trademark Assignment Agreement recorded in the USPTO on February 28, 2007, at Reel 3490/Frame 0122, the Prior Owner assigned ownership of the Trademarks to the Releasee;

**WHEREAS**, pursuant to that certain Patent Security Agreement, dated as of December 23, 2005, between the Prior Owner and other Grantors on the one hand, and Releasor on the other hand (the "Patent Security Agreement" and together with the Trademark Security Agreement, each a "Security Agreement"), to secure the payment of the Obligations of the Prior Owner, the Prior Owner granted to Releasor for the ratable benefit of the Secured Parties a security interest in and to, inter alia, (i) all of Prior Owner's right, title and interest in and to, the patents set forth in Schedule A hereto (the "Patents"), and (ii) all Proceeds of the foregoing (collectively, and together with the Patents, the "Patent Collateral", and together with the Trademark Collateral, all as set forth in Schedule A, the "IP Collateral");

**WHEREAS**, the Patent Security Agreement was recorded in the USPTO on February 23, 2006, at Reel 017626/Frame 0205, and may also have been recorded with the Canadian Intellectual Property Office; and

**WHEREAS**, pursuant to that certain Patent Assignment Agreement recorded in the USPTO on February 13, 2007, at Reel 018883/Frame 0713, the Prior Owner assigned ownership of the Patents to the Releasee;

**WHEREAS**, pursuant to that certain Lien Release Request, dated as of the date hereof, by Georgia-Pacific LLC ("GP") and the Releasor, GP has requested that the Releasor release the security interest held in the IP Collateral;

**WHEREAS**, in connection therewith, Releasor has agreed to release and discharge fully its security interest in the IP Collateral and assign, transfer, and grant all of its right, title and interest in the IP Collateral to Releasee.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Releasor hereby releases its security interest in the IP Collateral and reverts Releasee with full right, title, and interest in, to, and under the IP Collateral.

1. **Release**. The Releasor, on behalf of itself and the other parties it represents as Collateral Agent for the Secured Parties, their successors, legal representatives and assigns, hereby terminates, fully discharges and releases in its entirety its security interest in and to the IP Collateral. Releasor hereby reassigns any and all such right, title and interest that it may have in the IP Collateral to Releasee.

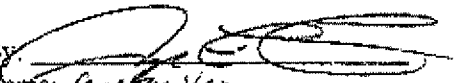
2. **Recordation**. The Releasor hereby authorizes and requests the respective Commissioners for Trademarks and Patents of the United States to record this release of the security interest in the IP Collateral.

3. **Further Assurance**. The Releasor hereby agrees to, at the sole expense of the Releasee, duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under the rules of the USPTO, the Canadian Intellectual Property Office and Article 9 of the Uniform Commercial Code and other applicable law, and to do such other acts as may be reasonably necessary upon request of the Releasee (or its assignees or designees) to effectuate the release of the security interest contemplated hereby and to confirm this Release and Releasee's (or its assignee's) right, title and interest in and to the IP Collateral.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, Releasor has caused this RELEASE OF SCURITY INTEREST IN CERTAIN TRADEMARKS AND PATENTS to be duly executed as of the date above first written.

**RELEASOR**  
CITICORP NORTH AMERICA, INC., as  
Collateral Agent

By:   
Name: *George Van*  
Title: *Vice President*

**SCHEDULE A****SPECIFIED TRADEMARKS MARKS:**

Full Mark Name	Status	Appl. Number	Appl. Date	Reg. Number	Reg. Date
ACTRABASE	REGISTERED	76/324677	10/12/2001	2738399	07/15/2003
ACTRACOR	REGISTERED	76/324675	10/12/2001	2705365	04/08/2003
ACTRAFOS	REGISTERED	76/324678	10/12/2001	2645538	05/25/2004
ACTRALUBE	REGISTERED	76/324698	10/12/2001	2807109	01/20/2004
ACTRAMER	REGISTERED	76/324697	10/12/2001	2,882,248	09/07/2004
ACTRAMIDE	REGISTERED	76/324679	10/12/2001	2787118	11/25/2003
ACTRASOL	REGISTERED	76/324676	10/12/2001	2767659	09/23/2003
LATOL	REGISTERED	76/324696	10/12/2001	2,782,644	11/11/2003

**SPECIFIED PATENTS:**

- 1) U.S. Patent Application No. 11/168468 for "Polymerized Oil for Use as a Dust Control Agent" filed June 29, 2005.
- 2) Canadian Patent Application No. 2,550,924 for "Polymerized Oil for Use as a Dust Control Agent" filed June 21, 2006.