

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Buckeye Technologies Inc.		07/25/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	231 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3227957	1ARY	
Serial Number:	78906009	VERSACORE	
Serial Number:	77215707	FLAMEBAN	
Serial Number:	77165327	RUN	
Serial Number:	77081982	SOUNDLITE	
CORRESPONDENCE DATA			
Fax Number:	(919)416-8363		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9192868041		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	017625.4191NTBUCKEYEJES		

OP \$140.00 3227957

NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	08/03/2007
Total Attachments: 4 source=NGSI-T Buckeye#page1.tif source=NGSI-T Buckeye#page2.tif source=NGSI-T Buckeye#page3.tif source=NGSI-T Buckeye#page4.tif	

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Amended and Restated Security and Pledge Agreement dated as of July 25, 2007 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Bank of America, N.A., as Collateral Agent (the "Collateral Agent") for the Lenders referenced therein (the "Lenders"), the undersigned Obligor has granted and hereby grants a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Collateral Agent for the ratable benefit of the Lenders, subject to and upon the terms and conditions of the Agreement, which are incorporated herein by reference:

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark</u>	<u>Date of Trademark</u>
	See Attached Schedule 1	

TRADEMARK APPLICATIONS

<u>Trademark Application No.</u>	<u>Description of Trademark Applied For</u>	<u>Date of Trademark Application</u>
	See Attached Schedule 1	

The Obligors and the Collateral Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

BUCKEYE TECHNOLOGIES INC.

By: Sheila Jordan Cunningham
Name: SHEILA JORDAN CUNNINGHAM
Title: SENIOR VICE PRES, SECRETARY

Acknowledged and Accepted:

BANK OF AMERICA, N.A. as Collateral Agent

By: _____
Name: _____
Title: _____

Anne M. Zeschke
Assistant Vice President

BUCKEYE TECHNOLOGIES INC.
NOTICE OF GRANT OF SECURITY
INTEREST IN TRADEMARKS

TRADEMARK
REEL: 003594 FRAME: 0714

Schedule 1

**Buckeye Technologies Inc.
(Delaware Corporation)**

U.S. Trademarks

Registered Mark

Mark	Registration No.	Registration Date
IARY	3227957	07/11/06

Pending Applications

Mark	Application No.	Filing Date
VERSACORE	78906009	06/12/06
FLAMEBAN	77215707	06/26/07
AIRCELL	77135327	03/20/07
SOUNDLITE	77081982	01/12/07