

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
Finch Paper, LLC		06/18/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Garmark Partners II, L.P.		
Street Address:	One Landmark Square		
Internal Address:	6th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	72090241	FINCH	
Serial Number:	72269984	FINCH PAPER	
Serial Number:	73493784	FINCH FINE	
Serial Number:	74221851	CASABLANCA	
CORRESPONDENCE DATA			
Fax Number:	(404)541-3160		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-815-6500		
Email:	mcogburn@kilpatrickstockton.com		
Correspondent Name:	Naho Kobayashi, Kilpatrick Stockton LLP		
Address Line 1:	1100 Peachtree Street		
Address Line 2:	Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	58011/343111		

OP \$115.00 72090241

NAME OF SUBMITTER:	Margaret A. Cogburn
Signature:	/Margaret A. Cogburn/
Date:	09/25/2007

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 18, 2007, is made by and between **FINCH PAPER LLC**, a Delaware limited liability company ("Grantor"), and **GARMARK PARTNERS II, L.P.** a Delaware limited partnership ("GarMark") acting in its capacity as Collateral Agent for the other Secured Creditors described below (in such capacity, the "Collateral Agent").

STATEMENT OF FACTS

Pursuant to a Credit Agreement, dated as of the date hereof (the "Millco Credit Agreement"), among Grantor, the lenders party thereto from time to time (collectively, the "Millco Lenders"), the other credit parties signatory thereto and FirstLight Funding I, Ltd., a Cayman Islands limited liability company acting in its capacity as administrative agent for the Millco Lenders ("Millco Agent"), the Millco Lenders have agreed to make certain loans from time to time to and to incur certain letter of credit obligations from time to time on behalf of Grantor.

Pursuant to a Credit Agreement, dated as of the date hereof (the "SCIL Credit Agreement"), among Grantor, the lenders party thereto from time to time (collectively, the "SCIL Lenders") and Crystal Capital Fund Management, L.P., a Delaware limited partnership acting in its capacity as administrative agent for the SCIL Lenders (the "SCIL Agent"), the SCIL Lenders have agreed to make term loans to Grantor.

Pursuant to a Note Purchase Agreement, dated as of the date hereof (the "Note Purchase Agreement"), between Grantor, Finch Paper Holdings LLC, a Delaware limited liability company ("Parent"), GarMark, John Hancock Life Insurance, a Massachusetts corporation ("Hancock"), and the other noteholders from time to time signatory thereto (together with GarMark and Hancock, collectively, the "Noteholders"), the Mezzanine Noteholders have agreed to purchase the Mezzanine Notes to be issued thereunder by Grantor and Parent. Parent's indebtedness and obligations to the Mezzanine Noteholders under the Note Purchase Agreement are being guaranteed by the Grantor pursuant to a Guaranty (as defined in the Note Purchase Agreement).

To induce the Lenders to make loans and other extensions under the Millco Credit Agreement, the SCIL Loan Agreement, and the Note Purchase Agreement (collectively, the "Credit Agreements") Grantor has entered into that certain Security Agreement, dated as of the date hereof (the "Security Agreement"), whereby Grantor has granted to GarMark, as collateral agent (for the benefit of itself and the other Secured Creditors) a present, continuing and separate security interest in and Liens on the Collateral, including without limitation, the Intellectual Property Collateral (as defined below) to secure the separate indebtedness and obligations of Grantor with respect to each of the Credit Agreements and other Secured Obligations, and has agreed in connection therewith to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or agency.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to induce the Lenders to make loans and extend credit under the Credit Agreements, as applicable, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

"Intellectual Property Collateral" shall mean, with respect to Grantor, the following, whether presently existing or hereafter created or acquired:

(a) all of its patents and patent licenses to which it is a party including those referred to on Schedule I hereto (collectively, the "Patents" and the "Patent Licenses", respectively);

(b) all of its trademarks and trademark licenses to which it is a party including those referred to on Schedule II hereto but excluding any U.S. Intent to Use application unless and until a Statement of Use or Amendment to Allege Use has been accepted by the United States Patent and Trademark Office (collectively, the "Trademarks" and the "Trademark Licenses", respectively);

(c) all of its copyrights and copyright licenses to which it is a party including those referred to on Schedule III hereto (collectively, the "Copyrights" and the "Copyright Licenses", respectively);

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

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement of any Patent or Patent licensed under any Patent License, (ii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, and (iv) infringement of any Copyright or Copyright licensed under any Copyright License.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL.

(a) To secure the Millco Indebtedness, Grantor hereby grants and assigns to the Collateral Agent for the benefit of itself and the Millco Secured Creditors a continuing security interest in and security title to all of its right, title and interest in and to the Intellectual Property Collateral whether now owned or hereafter created, acquired or reacquired.

(b) To secure the SCIL Indebtedness, Grantor hereby grants and assigns to the Collateral Agent for the benefit of itself and the SCIL Secured Creditors a continuing security interest in and security title to all of its right, title and interest in and to the Intellectual Property Collateral whether now owned or hereafter created, acquired or reacquired.

(c) To secure the Mezzanine Indebtedness, Grantor hereby grants and assigns to the Collateral Agent for the benefit of itself and the Mezzanine Noteholders a continuing security interest in and security title to all of its right, title and interest in and to the Intellectual Property Collateral whether now owned or hereafter created, acquired or reacquired.

(d) Each of the security interests and security titles set forth under Section 2(a), (b) and (c) above is intended to be a separate and distinct Lien on the Intellectual Property Collateral.

3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any ownership interest in, or title to, any Patent, Trademark or Copyright registration or application except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Liens on and, upon the filing of an appropriate financing statement and filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Collateral Agent (for the benefit of itself and the Secured Creditors) in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of an appropriate financing statement in the Office of the Secretary of State of Delaware, all action necessary or desirable to perfect Collateral Agent's Liens on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Collateral Agent (for the benefit of itself and the Secured Creditors) pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Intellectual Property 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. Grantor and Collateral Agent expressly agree that the security interests granted to each Secured Creditor under this Intellectual Property Security Agreement and the Security Agreement in the Intellectual Property Collateral are intended to be treated as a single security interest to each such Secured Creditor for purposes of Article 9 of the Code and other applicable law. The exercise by the Collateral Agent of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and the Security Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement

and the Security Agreement, then the terms and conditions of the Security Agreement shall prevail.

5. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.


6. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Security Agreement.

7. BENEFIT OF SECURED CREDITORS. All Liens granted or contemplated hereby shall be for the benefit of Collateral Agent and the other Secured Creditors. All proceeds of the Collateral Agent's exercise of its rights and remedies hereunder or under the Security Agreement or applicable law with respect to all or any of the Intellectual Property Collateral shall be applied in accordance with the terms of the Security Agreement and the Intercreditor Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FINCH PAPER LLC, as Grantor

By: 
Name: Adam Blumenthal
Title: Vice President

ACCEPTED and ACKNOWLEDGED by:

GARMARK PARTNERS II, L.P.,
as Collateral Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

[Redacted Signature]

By: _____
Name: _____
Title: _____

ACCEPTED and ACKNOWLEDGED by:

GARMARK PARTNERS II, L.P.,
as Collateral Agent

By: GarMark Associates II L.L.C.,
its general partner

By: Steven C. Pickhardt
Name: Steven C. Pickhardt
Title: Member

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

None.

II. PATENT APPLICATIONS

None.

III. PATENT LICENSES

None.

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Date</u>
Finch	718,556	July 18, 1961
Finch Paper	850,617	June 11, 1968
Finch Fine	1,329,552	April 9, 1985
Casablanca	1,767,434	April 27, 1993

II. TRADEMARK APPLICATIONS

None.

III. TRADEMARK LICENSES

None.

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

None

II. COPYRIGHT APPLICATIONS

None.

III. COPYRIGHT LICENSES

None.