

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
TEMBEC USA LLC		02/29/2008	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A.		
Street Address:	1000 Louisiana Street, 9th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	National Association: TEXAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78343365	TEMGLOSS	
Serial Number:	78328287	KLEERGLAZE	
Serial Number:	78233553	VINTAGE CRAFTED ENGINEERED FLOORING	
Serial Number:	78180234	ECHO	
Serial Number:	78151008	TRIO	
Serial Number:	78145124	ACADIAN	
CORRESPONDENCE DATA			
Fax Number:	(713)222-3291		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713.223.2300		
Email:	lourdesandoscar@msn.com		
Correspondent Name:	Constance Gall Rhebergen		
Address Line 1:	711 Louisiana Street, Suite 2300		
Address Line 2:	Bracewell and Giuliani LLP		
Address Line 4:	Houston, TEXAS 77002		

OP \$165.00 78343365

ATTORNEY DOCKET NUMBER:	081990.000001
NAME OF SUBMITTER:	Constance Gall Rhebergen
Signature:	/constance gall rhebergen/
Date:	03/26/2008
Total Attachments: 6 source=TembecUSASEC#page1.tif source=TembecUSASEC#page2.tif source=TembecUSASEC#page3.tif source=TembecUSASEC#page4.tif source=TembecUSASEC#page5.tif source=TembecUSASEC#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of March 14, 2008, is made by TEMBEC USA LLC (the "Grantor") in favor of Wells Fargo Bank, National Association, as the collateral agent (the "Collateral Agent") for the Lenders (as defined in the Loan Agreement referred to below).

WHEREAS, Tembec Industries Inc., a corporation amalgamated under the laws of Canada, has entered into a Loan Agreement dated as of February 29, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with the Collateral Agent and other parties. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, as a condition precedent to the making of the Term Loans by the Lenders under the Loan Agreement, the Grantor has executed and delivered in favor of the Secured Party that certain Security Agreement dated February 29, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party, a security interest in, among other property, all Intellectual Property Rights of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Secured Party, a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(i) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "Trademarks");

(iii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iv) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Obligations of such Grantor, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

[Signature Pages Follow]

TEMBEC USA LLC,
By: TEMBEC INVESTMENTS USA II INC., its
sole member

Michel Dumas
Executive Vice President, Finance and
Chief Financial Officer

By: 
Name: _____
Title: _____

Address for Notices:

800 Rene-Levesque Blvd. West
Suite 1050
Montreal, Quebec
H3B 1X9
Attention: Chief Financial Officer
Fax: 514.397.0896

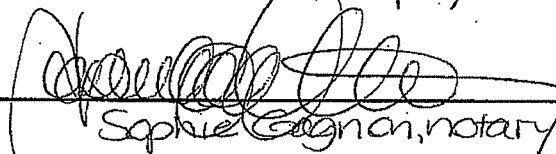
ACKNOWLEDGMENT

STATE OF Province of Quebec
: SS
COUNTY OF Temisquiungue :

Before me, the undersigned, a Notary Public, on this 14th day of March, 2008, Michel Dumas personally appeared before me, to me known personally, who, being by me duly sworn, did say that he is the executive VP & CFO of Tembec USA LLC, the Grantor, and that said Intellectual Property Security Agreement was signed on behalf of the Grantor, by authority of its board of directors, and the said Michel Dumas acknowledged said instrument to be his free act and deed.

Notary Public

My Commission Expires: no expiry



Sophie Gagnon, notary

(SEAL)

Tembec USA LLC

Schedule A – Patents and Patent Applications

Title	Application No.	Application Filing Date	Patent No.	Issue Date	Assignee	Status
Polymer Impregnation Process			6,730,165	04/01/2002	Tembec USA LLC	Pending

Schedule B – Trademarks and Trademark Applications

Matter Name	Application No./ Registration No.	Filing Date/ Registration Date	Status	Assignee
Temgloss	78/343,365 2,986,428	12/19/2003 08/16/2005	Registered	Tembec USA LLC
Kleerglaze	78/328,287 2,966,528	11/14/2003 07/12/2005	Registered	Tembec USA LLC
Vintage Crafted Engineered Flooring	78/233,553 3,068,943	04/03/2003 03/14/2006	Registered	Tembec USA LLC
Echo	78/180,234	10/30/2002	Suspended	Tembec LLC
Trio	78/151,008 2,968,086	08/05/2002 07/12/2005	Registered	Tembec LLC
Acadian	78/145,124 2,915,090	07/18/2002 12/28/2004	Registered	Tembec USA LLC