

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		05/22/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1363352	FELTWEAVE
Registration Number:	1543508	NEKOOSA LASER 1000
Registration Number:	1433883	NEKOOSA COTTON
Registration Number:	1140750	NEKOOSA
Registration Number:	0680474	NEKOOSA
Registration Number:	0515060	NEKOOSA PAPERS
Registration Number:	1839935	PROTERRA
Registration Number:	1368941	SKYTONE
Registration Number:	2195566	SOLUTIONS

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

OP \$240.00 1363352

Correspondent Name: Sharon Patterson
Address Line 1: c/o Goldberg Kohn, 55 E. Monroe St.
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

1989.120

NAME OF SUBMITTER:

Sharon Patterson

Signature:

/sharon patterson/

Date:

05/22/2008

Total Attachments: 7

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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This First Amendment to Trademark Security Agreement, dated as of May 22, 2008 (this "Amendment"), is by and between SMART PAPERS HOLDINGS LLC ("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").

W I T N E S S E T H:

WHEREAS, Grantor and Agent are parties to that certain Trademark Security Agreement, dated as of April 5, 2007 (as amended, restated, modified or supplemented from time to time, the "Trademark Security Agreement"), entered into in connection with that certain Credit Agreement, dated April 5, 2007, among Grantor, Agent and the lenders party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms not otherwise defined herein having the definitions provided therefor in the Credit Agreement); and

WHEREAS, Grantor and Agent have agreed to amend the Trademark Security Agreement in the manner specifically set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Trademark Security Agreement. Schedule I to the Trademark Security Agreement is hereby amended and restated in its entirety as set forth on Schedule I attached hereto.

2. Miscellaneous.

(a) Captions. Section captions used in this Amendment are for convenience only, and shall not affect the construction of this Amendment.

(b) Counterparts. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment. In proving this Amendment 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 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.

(c) Governing Law. THIS AMENDMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE NEW YORK UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF NEW YORK. WHENEVER POSSIBLE, EACH PROVISION OF THIS AMENDMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AMENDMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW,

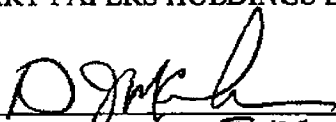
SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AMENDMENT.

* * * *

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

GRANTOR:

SMART PAPERS HOLDINGS LLC

By 
Name DANIEL J. MAHEN
Title PRESIDENT

AGENT:

WELLS FARGO FOOTHILL, INC., as Agent

By _____
Name _____
Title _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

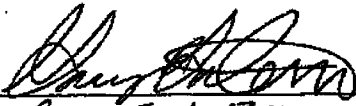
GRANTOR:

SMART PAPERS HOLDINGS LLC

By _____
Name _____
Title _____

AGENT:

WELLS FARGO FOOTHILL, INC., as Agent

By  _____
Name GARY FORLENZA
Title VP

SCHEDULE I

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
Feltweave	USA		1363352
Nekoosa Laser 1000	USA		1543508
Nekoosa Cotton	USA		1433883
Nekoosa	USA		1140750
Nekoosa	USA		0680474
Design only	USA		0515060
Proterra	USA		1839935
Skytone	USA		1368941
Solutions	USA		2195566

Trademark	Country	Application/Registration No.
Colorcast	Canada	363,450
Cordwain	Canada	1,130,740/594,461
Cross Pointe	Canada	460,784

Trademark	Country	Application/Registration No.
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
Nekoosa	Canada	TMA281346
Feltweave	Canada	1382971
Proterra	Canada	TMA654813
Skytone	Canada	1382972
Solutions	Canada	1382976

TRADEMARK LICENSES

None.