

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citicorp North America, Inc.		06/17/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BlueYellow, LLC		
Street Address:	133 Peachtree St, NE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3098846	BLUEYELLOW	
Registration Number:	3074341	BLUEYELLOW	
Registration Number:	3156688	BLUEYELLOW PROFESSIONAL	
CORRESPONDENCE DATA			
Fax Number:	(404)584-1461		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-652-4735		
Email:	bfdwar@gapac.com		
Correspondent Name:	Barbara F. Edwards		
Address Line 1:	133 Peachtree St, NE		
Address Line 4:	Atlanta, GEORGIA 30303		
NAME OF SUBMITTER:	Barbara F. Edwards		
Signature:	/bfe/		
Date:	06/25/2008		

CH 3098846 \$90.00

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 17th day of June, 2008 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 (i) BLUEYELLOW, LLC, a Delaware limited liability company located at 133 Peachtree Street, N.E., Atlanta, GA 30303, and (ii) GP CELLULOSE, LLC, a Delaware limited liability company located at 133 Peachtree Street, N.E., Atlanta, GA 30303 (collectively, the "Releasees"). 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 GP Cellulose, LLC and the other Grantors on the one hand, and Releasor on the other hand (the "Trademark Security Agreement"), to secure the payment of the Obligations of GP Cellulose, LLC, GP Cellulose, LLC granted to Releasor for the ratable benefit of the Secured Parties a security interest in and to, inter alia, (i) all of GP Cellulose, LLC'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 Patent Security Agreement, dated as of December 23, 2005, between BlueYellow, LLC and the 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 BlueYellow, LLC, BlueYellow, LLC granted to Releasor for the ratable benefit of the Secured Parties a security interest in and to, inter alia, (i) all of BlueYellow, LLC'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;

WHEREAS, pursuant to that certain Lien Release Request, dated of even date hereof, by Georgia-Pacific Holdings, LLC ("Holdings") and the Releasor, Holdings 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 Releasees.

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 revests each appropriate 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 the respective 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.

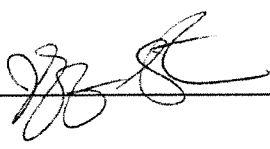
3. Further Assurance. The Releasor hereby agrees to, at the sole expense of the Releasees, duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under the rules of the USPTO and Article 9 of the Uniform Commercial Code and other applicable law, and to do such other acts as may be reasonably necessary upon request of the Releasees (or its assignees or designees) to effectuate the release of the security interest contemplated hereby and to confirm this Release and Releasees' (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: _____
Title:

JEFFREY STERN
Vice President

SCHEDULE A

SPECIFIED PATENTS:

<u>Docket No.</u>	<u>Country</u>	<u>Status</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Patent No.</u>	<u>Grant Date</u>	<u>Full Title</u>
8570	EPC	FILED	4710638	02/12/2004			SEEDBED FOR GROWING VEGETATION
8570	Japan	FILED	2006-503536	02/12/2004			SEEDBED FOR GROWING VEGETATION
8570	South Africa	FILED	2005-06336	02/12/2004			SEEDBED FOR GROWING VEGETATION
8570	United States	GRANTED	10/776331	02/12/2004	7059083 B2	06/13/2006	SEEDBED FOR GROWING VEGETATION
8570-D1	United States	FILED	11/414800	05/01/2006			SEEDBED FOR GROWING VEGETATION

SPECIFIED TRADEMARKS:

<u>Full Mark Name</u>	<u>Country</u>	<u>Goods</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
BLUEYELLOW	USA	Seed bed units consisting of a biodegradable roll containing grass seed and fertilizer	3098846	May 30, 2006
BLUEYELLOW & Design	USA	Seed bed units consisting of a biodegradable roll containing grass seed and fertilizer	3074341	March 28, 2006
BLUEYELLOW PROFESSIONAL	USA	Seed bed units consisting of a biodegradable roll containing grass seed and fertilizer	3156688	October 17, 2006