

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Tembec Industries Inc.		04/24/2008	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
Name:	CIT Business Credit Canada Inc.		
Street Address:	207 Queen's Quay West		
Internal Address:	Suite 700		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5J1A7		
Entity Type:	CORPORATION:		
<b>PROPERTY NUMBERS Total: 5</b>			
Property Type	Number	Word Mark	
Serial Number:	78701633	TEMBEAM	
Serial Number:	78701526	SELECTBEAM	
Serial Number:	78349920	MUSKOKA PREFINISHED HARDWOOD FLOORING	
Serial Number:	77050394	TEMPRO	
Serial Number:	77059347	TEMPRO FJ	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(205)488-6770		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2055218770		
Email:	cwilkerson@bradleyarant.com		
Correspondent Name:	Crystal G. Wilkerson		
Address Line 1:	1819 Fifth Avenue North		
Address Line 4:	Birmingham, ALABAMA 35203-2104		
ATTORNEY DOCKET NUMBER:	CIT SI RECORDAL		

OP \$140.00 78701633

NAME OF SUBMITTER:	Crystal G. Wilkerson
Signature:	/cwilkerson/
Date:	07/23/2008
<b>Total Attachments: 6</b> source=IP Security Agreement - Tembec Industries#page1.tif source=IP Security Agreement - Tembec Industries#page2.tif source=IP Security Agreement - Tembec Industries#page3.tif source=IP Security Agreement - Tembec Industries#page4.tif source=IP Security Agreement - Tembec Industries#page5.tif source=IP Security Agreement - Tembec Industries#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 April 24, 2008, is made by TEMBEC INDUSTRIES INC. (the "Grantor") in favor of CIT Business Credit Canada Inc., as the collateral agent (the "Collateral Agent") for the Lenders (as defined in the Loan Agreement referred to below).

WHEREAS, the Grantor, Tembec Enterprises Inc. and Tembec have entered into a Second Amended and Restated Financing 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 Accommodations by the Lenders under the Loan Agreement, the Grantor has executed and delivered in favor of the Agent 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 Agent, a security interest in, among other property, all Intellectual Property 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 Agent, 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 Agent 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.

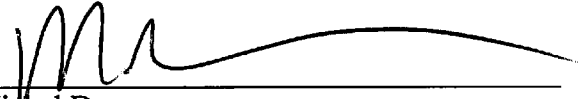
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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 INDUSTRIES INC.

By:



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Michel Dumas  
Executive Vice President, Finance and Chief  
Financial Officer

**Address for Notices:**

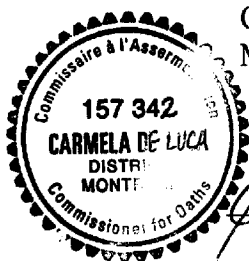
800 Rene-Levesque Blvd. West  
Suite 1050  
Montreal, Quebec  
H3B 1X9  
Attention: Chief Financial Officer  
Fax: 514.397.0896

## ACKNOWLEDGEMENT

PROVINCE OF QUÉBEC

CITY OF MONTREAL

Before me, the undersigned, a Commissioner for Oaths, on this 24<sup>th</sup> day of April, 2008, Michel Dumas personally appeared before me, to me known personally, who, being by me duly sworn, did say that he is the Executive Vice President, Finance and Chief Financial Officer of Tembec Industries Inc., 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.



Commissioner for Oaths

My Commission Expires: May 23, 2008

*Carmela De Luca*

(S E A L)

**Schedule A - Patents and Patent Applications**

<b>Title</b>	<b>Application No.</b>	<b>Application Filing Date</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>Assignee</b>	<b>Status</b>
Lumber Unscrambler			7,131,527	11/07/2006	Tembec Industries, Inc.	Granted

**Schedule B - Trademark and Trademark Applications**

<b>Matter Name</b>	<b>Application No./ Registration No.</b>	<b>Filing Date/ Registration Date</b>	<b>Status</b>	<b>Assignee</b>
Tembeam	78/701,633	08/26/2005	Pending	Tembec Industries
Selectbeam	78/701,526	08/26/2005	Pending	Tembec Industries
Muskoka Prefinished Hardwood Floors	78/349,920	01/09/2004	Pending	Tembec Industries
Tempo	77/050,394	11/24/2006	Registered	Tembec Industries
Tempo FJ	77/059,347	12/07/2006	Pending	Tembec Industries