

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		08/28/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	LBC Credit Partners II, L.P.		
Street Address:	Cira Centre		
Internal Address:	2929 Arch Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19104		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0718566	FINCH	
Registration Number:	0850617	FINCH PAPER	
Registration Number:	1329552	FINCH FINE	
Registration Number:	1767434	CASABLANCA	
CORRESPONDENCE DATA			
Fax Number:	(215)557-2049		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-988-6991		
Email:	tarbox@blankrome.com		
Correspondent Name:	Olivia H. Tarbox, Paralegal		
Address Line 1:	Blank Rome LLP		
Address Line 2:	One Logan Square - 9th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	074658-01260		

CH \$115.00 0718566

NAME OF SUBMITTER:	Olivia H. Tarbox
Signature:	/Olivia H. Tarbox/
Date:	08/29/2008

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**") is dated and made as of August 28, 2008 by **FINCH PAPER LLC**, a limited liability company formed under the laws of the State of Delaware (the "**Grantor**"), with an address of 1 Glenn Street, Glens Falls, New York 12801 in favor of **LBC CREDIT PARTNERS II, L.P.**, as administrative agent and collateral agent for the Lenders (as defined below) (in such capacity, together with all of its successors and assigns in such capacity, "**Grantee**"), with an address of Cira Centre, 2929 Arch Street Philadelphia, PA 19104.

WITNESSETH:

WHEREAS, Grantor, as "Borrower", and its affiliate, Finch Paper Holdings, LLC, have entered into that certain Second Lien Term Loan and Security Agreement, dated as of the date hereof (as it may hereafter be amended, restated, supplemented, replaced or otherwise modified from time to time, the "**Loan Agreement**") with the financial institutions party thereto, as lenders (collectively, the "Lenders") and Grantee, as administrative agent and collateral agent for the Lenders, pursuant to which Lenders have agreed to make certain extensions of credit and other financial accommodations to Grantor; and

WHEREAS, it is a condition subsequent to the effectiveness of the Loan Agreement that Grantor execute this Agreement and grant a security interest in favor of Grantee for its benefit and for the ratable benefit of each Lender and each other holder of any of the Obligations, in certain trademarks and other related assets as contemplated hereby; and

WHEREAS, this Agreement is given and is intended to provide additional security for the Obligations pursuant to an instrument in suitable form for filing and registration with appropriate governmental trademark registries, including the United States Patent and Trademark Office (the "**USPTO**").

NOW, THEREFORE, in consideration of the premises and to induce Lenders to enter into the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with Grantee as follows:

1. **Definitions.** Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Loan Agreement. In addition, the following term has the meaning set forth below:

"Trademarks" means all of Grantor's now-owned or hereafter acquired trademarks, trademark registrations and applications, service marks and service mark registrations and applications, including, without limitation, the registrations and/or applications listed on **Exhibit A** hereto (collectively, the "**Marks**"), and (a) all renewals thereof, (b) all income, royalties, damages and payments now or hereafter due and/or payable under or with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions

thereof, (d) the goodwill associated therewith, (e) all other rights corresponding thereto throughout the world, and (f) all proceeds thereof.

2. Security Interest. Without limiting the generality of any other provisions of the Loan Agreement or any Other Document providing for the grant or creation of any security interest or Lien in any property or assets of Grantor (specifically including Section 4.1 of the Loan Agreement), to secure the prompt payment and performance to Agent and each Lender of the Obligations, Grantor hereby collaterally assigns, pledges and grants to Grantee for its benefit and for the ratable benefit of each Lender and each other holder of the Obligations a continuing security interest in and to and Lien on all of the Trademarks and all proceeds thereof (excluding any such Trademarks constituting Excluded Collateral as such term is defined in the Loan Agreement), with power of sale exercisable after the occurrence and during the continuance of an Event of Default to the extent permitted by law (the "Security Interest"). Grantor acknowledges and agrees that Grantor shall file and record this Agreement with the USPTO in order that the security interests and Liens in the Trademarks in favor of Grantee created by Grantor hereunder and, as applicable, under any other applicable provisions of the Loan Agreement or any of the Other Documents be recorded and registered in the records of the USPTO, and Grantor authorizes such filing and recording.

3. Representations, Warranties and Agreements. Grantor hereby represents, warrants and agrees as follows:

(a) Trademarks. Exhibit A hereto accurately lists all U.S. and foreign applications and registrations for Marks owned by Grantor as of the date hereof and accurately reflects the jurisdiction and application or registration number thereof. Each of the Marks listed on Exhibit A hereto is subsisting, has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Grantor's knowledge, is valid and enforceable. If, before the Obligations shall have been paid and satisfied in full, Grantor shall (a) become aware of any existing U.S. or foreign applications and registrations for Marks of which Grantor has not previously informed Grantee, or (b) acquire and/or become the owner of any U.S. and/or foreign applications or registration for Trademarks (whether by purchase, assignment, filing of a new trademark registration or application or otherwise) after the date hereof, the provisions of this Agreement shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof in accordance with the requirements of Section 15.6 of the Loan Agreement. Grantor hereby authorizes Grantee to modify this Agreement by amending Exhibit A hereto by replacing it with any such amended schedule provided by Grantor under the provisions of this paragraph, and to re-file and re-record a copy of this Agreement as so modified with the USPTO.

(b) Title. Grantor represents and warrants that it owns the Marks purported to be owned by Grantor as of the date hereof (including the Marks) free and clear of all Liens (subject only to the Security Interest and, to the extent applicable, Permitted Encumbrances), and that no other person has any rights in or to any Trademarks owned by Grantor as of the date hereof (including the Marks). At the time Grantor acquires and/or becomes the owner of any Trademarks (whether by purchase, assignment, filing of a new trademark registration or application or otherwise) after the date hereof, Grantor shall have sole and absolute title to each such Trademark free and clear of all Liens (subject only to the Security Interest and, to the extent applicable, Permitted Encumbrances). Grantor will keep all now existing and hereafter acquired

or arising Trademarks free and clear of all Liens (subject only to the Security Interest and, to the extent applicable, Permitted Encumbrances).

(c) Valid Security Interest. This Agreement creates a continuing, valid security interest in favor of Grantee for the ratable benefit of Lenders in the Trademarks, as security for the Obligations. Without limiting the generality of Section 4.2 of the Loan Agreement, by its signature hereto, Grantor hereby authorizes Grantee to file against Grantor, one or more financing, continuation or amendment statements pursuant to the Uniform Commercial Code in form and substance satisfactory to Grantee, which statements may have a description of collateral that is broad enough to include the Trademarks, in such jurisdictions as Agent may from time to time elect, and Grantor also hereby ratifies any such financing statement filed against it prior to the Closing Date. Upon the filing of such financing, continuation or amendment statements, the Security Interest will be a valid and perfected security interest with priority over all other Liens (subject only to Permitted Encumbrances), to the extent that the UCC is applicable to security interests in Trademarks.

To the extent that Federal or foreign trademark laws are applicable to security interests in trademarks, the recordation of this Agreement or other applicable instrument or document in the USPTO (or, as applicable, any foreign office or agency responsible for Trademark registration, recordation, or similar matters) against or relative to the Marks set forth on Exhibit A hereto or any other Trademarks will render Grantee's Security Interest in the Marks or other Trademarks effective against subsequent purchasers of or other persons acquiring an interest in such Marks or other Trademarks.

(d) No Notices or Approvals; Authorization.

(i) No consent of any Governmental Body or any other Person, except for (i) those Consents set forth on Schedule 5.1 to the Loan Agreement, all of which will have been duly obtained, made or compiled prior to the Closing Date and which are in full force and effect on the date hereof and (ii) the Uniform Commercial Code filings and recordation of this Agreement in the United States Patent and Trademark Office (or, as applicable, foreign equivalent), as described in (c) of this Section 3, is required for (i) the grant by Grantor, or the perfection, of the Security Interest purported to be created hereunder by Grantor in the Trademarks or (ii) the exercise by Grantee of any of its rights and remedies hereunder (or under applicable law or equity) with respect to the Trademarks as and when applicable. No shareholder agreements exist that would require the approval or other action by any Person for any of the actions or events described in the preceding sentence, other than the resolutions of the Managing Member of Grantee with respect to the Transaction that have been adopted and are in full force and effect on the date hereof.

(ii) Grantor has full power, authority and legal right to enter into this Agreement and to perform all its respective agreements undertakings and obligations hereunder. This Agreement has been duly executed and delivered by Grantor, and this Agreement constitutes the legal, valid and binding obligation of Grantor, enforceable in accordance with its terms, except as such enforceability may be limited by any applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally. The execution, delivery and performance of this Agreement (a) are within Grantor's limited liability company powers, have

been duly authorized by all necessary company action, are not in contravention of law or the terms of Grantor's operating agreement, certificate of formation or other applicable documents relating to Grantor's formation or to the conduct of Grantor's business or of any material agreement or undertaking to which Grantor is a party or by which Grantor is bound, (b) will not conflict with or violate any law or regulation, or any judgment, order or decree of any Governmental Body, and (c) will not conflict with, nor result in any breach in any of the provisions of or constitute a default under or result in the creation of any Lien except Permitted Encumbrances upon any asset of Grantor under the provisions of any agreement, charter document, instrument, operating agreement or other instrument to which Grantor is a party or by which it or its property is a party or by which it may be bound.

(e) No Sale. Except as otherwise provided herein or, if applicable, to the extent expressly permitted under the Loan Agreement, Grantor will not sell, lease, transfer, encumber, license, or otherwise dispose of, any of the Trademarks, or any right, title, or interest therein (including, without limitation, pursuant to any agreement with respect thereto).

(f) Infringement; Defense. To the best of Grantor's knowledge, no infringement, violation, or unauthorized use is presently being made of any of the Trademarks by any Person. To the best of Grantor's knowledge, the past, present and contemplated future use of the Trademarks by Grantor has not, does not, and will not infringe upon or violate any right, privilege or license of or with any other Person. Grantor will at its own expense, in all circumstances where such protection and defense would be commercially reasonable (taking into account, inter alia, the usefulness in Borrower's business and monetary value of the Trademarks in question), and using its best efforts, take all commercially reasonable steps to protect and defend the Trademarks against all material infringements, violations, or unauthorized uses by third parties and all claims or demands of all Persons other than Grantee, Lenders and licensees.

(g) Maintenance. Grantor will at its own expense maintain each Trademark including, but not limited to, payment of maintenance fees, filing all applications to register and all affidavits and renewals possible with respect to issued registrations to the extent Grantor determines in the exercise of its commercially reasonable judgment that such Trademark remains useful in the conduct of its business and/or retains any significant monetary value. Grantor covenants that if, in accordance with the preceding sentence, it determines to abandon or fail to pay any maintenance or other fee due or payable on any such Trademark, it will provide written notice to Grantee at least ten (10) Business Days prior to the date such Trademark would be deemed to be abandoned or to have lapsed or expired under applicable law.

(h) Grantee's Right to Take Action. If (i) Grantor fails to perform or observe any of the covenants or agreements set forth in this **Section 3**, and if such failure is not cured within ten (10) days from the occurrence thereof (or, in the case of the agreements contained in **subsections (b), (e), or (g)**, immediately upon the occurrence of such failure, without lapse of time), or (ii) if Grantor notifies Grantee that it intends to abandon any of the Trademarks in accordance with **Section (g)** above, subject to the terms and conditions set forth in the Intercreditor Agreement, Grantee may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of Grantor (or, at Grantee's option, in Grantee's own name) and may (but need not) take any and all other actions which Grantee may reasonably deem necessary to cure or correct such failure provided that, notwithstanding the

foregoing, Grantee shall not exercise any of its rights pursuant to the foregoing **clause (ii)** unless an Event of Default shall have occurred and shall be continuing, and further provided that any and all costs and expenses incurred by Grantee in exercising its rights under this Paragraph (h) (other than any such costs and expenses incurred by Grantee in connection with the exercise of its rights under the foregoing **clause (ii)** during any time when no Event of Default shall have occurred and be continuing) shall be paid by Grantor in accordance with **Section 3(i)** below. Grantee shall not have any duty with respect to the Trademarks. Without limiting the generality of the foregoing, Grantee shall not be under any obligation to take any steps to preserve rights in the Trademarks against any other parties.

(i) **Costs and Expenses.** Subject to the express provisions of **Section 3(h)** above, Grantor shall pay Grantee on demand the amount of all moneys reasonably expended and all reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees) incurred by Grantee in connection with or as a result of Grantee taking action under **subsection (h)** or exercising its rights under **Section 7** hereof. All such amounts, costs and expenses may be charged to Borrower's Account and shall be part of the Obligations.

(j) **Power of Attorney.** To facilitate Grantee's taking action under **subsection (h)**, and exercising its rights under **Section 7** hereof after and during the continuance of an Event of Default, Grantor hereby irrevocably appoints Grantee, or its delegate, as the attorney-in-fact of Grantor with the right (but not the duty) from time to time as and when permitted under **subsection (h)** and/or **Section 7** hereof (as applicable) to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Grantor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Grantor under this **Section 3**, or, necessary for Grantee, after and during the continuance of an Event of Default, to exercise its remedies under **Section 7** hereof (including in such later case, any instruments of assignment and transfer). Grantor hereby ratifies all that such attorneys-in-fact shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein is coupled with an interest and shall be irrevocable until the indefeasible payment and performance in full of all Obligations and termination of the Loan Agreement and all commitments of Grantee and/or the Lenders to extend credit thereunder.

4. **Grantor's Use of the Trademarks.** Grantor and its related parties and affiliates shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling goods or services covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default exists and Grantee has not exercised its rights provided for under **Section 7** hereof as a result of such Event of Default.

5. **No Royalties.** Grantor hereby agrees that Grantee's right to use the Trademarks as authorized in **Section 7** hereof in connection with Grantee's exercise of its rights and remedies provided for in **Section 7** hereof shall be co-extensive with Grantor's rights in and to such Trademarks and Grantee shall have no liability to Grantor for royalties or other related charges on account of any such use.

6. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) Grantor shall fail to observe or perform any covenant or agreement herein binding on it and such failure is not cured within ten (10) days from the occurrence thereof (or, in the case of the agreements contained in subsections (b), (e), or (g), immediately upon the occurrence of such failure, without lapse of time), immediately upon the occurrence of such failure, without notice or lapse of time); or (c) any of the representations or warranties contained in Section 3 hereof shall prove to have been incorrect in any material respect when made. For the avoidance of doubt, any Event of Default under this Agreement shall be deemed an Event of Default under the Loan Agreement (provided that nothing contained in Section 10.5 of the Loan Agreement shall limit the grace period provided for in clause (b) above).

7. Remedies. Upon the occurrence and during the continuation of an Event of Default, and subject to the terms and conditions set forth in the Intercreditor Agreement, Grantee may, at its option, take any or all of the following actions:

(a) Grantee may exercise any or all remedies available under the Loan Agreement.

(b) Grantee may sell, assign, transfer, pledge, encumber, license or otherwise dispose of the Trademarks.

(c) Grantee may enforce the Trademarks and any licenses thereunder, and if Grantee shall commence any suit for such enforcement, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement.

(d) Grantee shall have, in addition to all of the rights and remedies hereunder, all rights and remedies allowed by applicable law or at equity, including the rights and remedies available to Grantee under the Uniform Commercial Code.

Upon the occurrence and during the continuation of an Event of Default, and subject to the terms and conditions set forth in the Intercreditor Agreement, upon Grantee's demand, Grantor agrees, and without limiting in any way the power of attorney set forth in Section 3(i) above, to assign, convey and otherwise transfer title in and to the Trademarks to Grantee or any transferee of Grantee and to execute and deliver to Grantee or any such transferee all such agreements, documents and instruments as may be necessary, in the exercise of Grantee's commercially reasonable judgment, to effect such assignment, conveyance and transfer. Grantee hereby presently grants to Grantor a non-exclusive, royalty-free license, exercisable only after the occurrence and during the continuance of an Event of Default, to use the Trademarks in connection with Grantor's exercise of any and all rights and remedies available to Grantee as provided for in this Section 7 (including without limitation the sale of any of Grantee's Inventory after the occurrence and during the continuance of an Event of Default, subject to the terms and conditions set forth in the Intercreditor Agreement).

8. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Grantee. A waiver signed by Grantee shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Grantee's rights or remedies. All rights and remedies of Grantee whether established hereby, by the Loan Agreement, by any other document or by law or at equity, shall be cumulative and may be exercised singularly or concurrently, at Grantee's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other right. Grantee shall not be obligated to preserve any rights Grantor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of the Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and Lenders and their respective participants, successors and assigns (provided that Grantor shall not assign its rights and obligations under this Agreement) and shall take effect when signed by Grantor and delivered to Grantee, and Grantor waives notice of Grantee's acceptance hereof. Grantee may execute this Agreement if appropriate for the purpose of filing, but the failure of Grantee to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission or by email transmission of a PDF copy shall be deemed to be an original signature hereto. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible.

9. Applicable Law. This Agreement and all matters relating hereto and/or arising herefrom (whether sounding in contract law, in tort or otherwise) shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York without reference to its otherwise applicable conflicts of law. Any judicial proceeding brought by or against Grantee with respect to this Agreement may be brought in any federal or state court of competent jurisdiction in the County and State of New York, and, by execution and delivery of this Agreement, Grantee accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Grantee hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to Grantee at its address set forth in **Section 15.6** of the Loan Agreement and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Grantor or any Lender to bring proceedings against Grantee in the courts of any other jurisdiction. Grantee waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Grantee waives the right to remove any judicial proceeding brought against Grantee in any state court to any federal court. Any judicial proceeding by Grantor against Grantee or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or

connected with this Agreement, shall be brought only in a federal or state court located in the County of New York, State of New York.

10. WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. The provisions of Sections 12.1 and 12.2 of the Loan Agreement are hereby incorporated herein by reference.

11. Incorporation of Provisions on Expenses and Indemnities. The provisions of Sections 15.5 and 15.9 of the Loan Agreement are hereby incorporated herein by reference.

12. Exhibits and Schedules. All exhibits and schedules attached hereto are hereby made a part of this Agreement.


13. Intercreditor Agreement. This Agreement is subject to the terms and conditions set forth in, that certain Intercreditor Agreement (the "Intercreditor Agreement") dated as of August 28, 2008, between PNC Bank, National Association, as agent for certain "Senior Lien Creditors" (as defined therein) (in such capacity, together with its successors and assigns in such capacity, the "Senior Lien Agent") and LBC Credit Partners II, L.P., as agent for certain "Second Lien Creditors" (as defined therein) executed in connection with that certain Revolving Credit, Term Loan and Security Agreement dated as of August 28, 2008 among Finch Paper LLC, Finch Paper Holdings LLC, Senior Lien Agent and the other Senior Lien Creditors party thereto from time to time, and each holder hereof, by its acceptance hereof, acknowledges and agrees to be bound by the provisions of the Intercreditor Agreement.

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IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby,
have executed this Agreement as of the date first above written.

GRANTOR:

FINCH PAPER LLC

By: 
Name: Richard Carota
Title: President

[SIGNATURE PAGE 1 OF 2 - TRADEMARK SECURITY AGREEMENT]

GRANTEE:

LBC CREDIT PARTNERS II, L.P.
as Lender and as Agent

By: 

Name: David E. Fraimow

Title: Vice President

STATE OF New York)
)
COUNTY OF Warren) SS:

On this, the 25th day of August, 2008, before me, a Notary Public, the undersigned officer, personally appeared Richard Carota who acknowledged himself to be on the basis of satisfactory evidence the President of **FINCH PAPER LLC**, a Delaware limited liability company, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said limited liability company as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Richard M. Carota
Notary Public
My commission expires: 12-21-2010

KIMBERLY...
Notary Public... New York
Saratoga... 065940
Commission Expires... 2010

[NOTARY PAGE 1 OF 1 - TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003844 FRAME: 0870

EXHIBIT A

REGISTERED TRADEMARKS, SERVICE MARKS

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Next Renewal Deadline</u> <u>(closing)</u>
Finch	U.S.	718,566	July 18, 1961	July 18, 2011
Finch Paper	U.S.	850,617	June 11, 1968	June 11, 2018
Finch Fine	U.S.	1,329,552	April 9, 1985	April 9, 2015
Casablanca	U.S.	1,767,434	April 27, 1993	April 27, 2013

Exhibit A