

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GarMark Partners II, L.P.		08/28/2008	LIMITED PARTNERSHIP: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	70 East 55th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	National Banking Association:		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0718566	FINCH	
Registration Number:	0850617	FINCH PAPER	
Registration Number:	1329552	FINCH FINE	
Registration Number:	1767434	CASABLANCA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)557-2049		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215-988-6991		
<b>Email:</b>	tarbox@blankrome.com		
<b>Correspondent Name:</b>	Olivia H. Tarbox, Paralegal		
<b>Address Line 1:</b>	Blank Rome LLP		
<b>Address Line 2:</b>	One Logan Square - 9th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-6998		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-01260		

**CH \$115.00 0718566**

NAME OF SUBMITTER:	Olivia H. Tarbox
Signature:	/Olivia H. Tarbox/
Date:	09/03/2008
<b>Total Attachments: 4</b> source=Assignment Assumption Agreement#page1.tif source=Assignment Assumption Agreement#page2.tif source=Assignment Assumption Agreement#page3.tif source=Assignment Assumption Agreement#page4.tif	

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Agreement"), dated as of August 28, 2008 (the "Effective Date"), is entered into by and among GarMark Partners II, L.P., a limited partnership organized under the laws of the State of Delaware ("Assignor") and PNC Bank, National Association, a national banking association ("Assignee").

**WHEREAS**, pursuant to that certain Intellectual Property Security Agreement, dated as of June 18, 2007 (the "Security Agreement"), between Finch Paper, LLC ("Grantor"), a limited liability company organized under the laws of the State of Delaware, and Assignor, Assignor maintains a continuing security interest in certain trademarks and service marks of Grantor, including the trademarks and service marks listed on the attached Schedule A, and all applications and registrations pertaining thereto, and all common law rights associated therewith, together with all goodwill arising from the use of and symbolized by said marks, all such rights existing in any jurisdiction (collectively, the "Trademarks"); and

**WHEREAS**, Assignor wishes to assign all of its rights, title, interest and obligations under the Security Agreement to Assignee, including, without limitation, the continuing security interest in the Trademarks, and Assignee wishes to assume all of the rights, title, interest and obligations of Assignor under the Security Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's rights, title, interest and obligations under the Security Agreement, including, without limitation, Assignor's interest in and to the Trademarks.

Assignor hereby agrees to execute such additional documents as Assignee may request to record and otherwise give full effect to and perfect the rights of Assignee under this Agreement in and to the Trademarks worldwide, including all documents necessary to record this Agreement with the United States Patent & Trademark Office.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**


IN WITNESS WHEREOF, the undersigned have executed this Agreement, effective as of the Effective Date.

ASSIGNOR

GarMark Partners II, L.P.

By: GarMark Associates II L.L.C., its general partner

By:

Name:  Steven C. Pickhardt

Title: Principal

STATE OF Connecticut )  
COUNTY OF Fairfield ) ss:

On this 21<sup>st</sup> day of August, 2008, before me personally appeared Steven C. Pappas to me personally known, who, being duly sworn, did say that he is the [Principal] of GarMark Partners II, L.P. and that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said partnership.

*Mark A. Baruka*  
my commission expires  
10/31/09

**SCHEDULE A**

**Trademark Registrations:**

Trademark	Registration No.	Registration Date	Registration Expiration
FINCH	718,566	July 18, 1961	July 18, 2011
FINCH PAPER	850,617	June 11, 1968	June 11, 2018
FINCH FINE	1,329,552	April 9, 1985	April 9, 2015
CASABLANCA	1,767,434	April 27, 1993	April 27, 2013