

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement to Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kelly Paper Company		06/30/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	National Australia Bank Limited		
Street Address:	Level 25, NAB House, 255 George Street		
City:	Sydney		
State/Country:	AUSTRALIA		
Postal Code:	2000		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3275128	SHASTA	
Registration Number:	3348540	KELLY	
Registration Number:	3362486	KELLY PAPER	
Registration Number:	3359762	SEQUOIA	
Registration Number:	3381964	PRESSLINE	
Registration Number:	2365043	PRESSLINE	
Registration Number:	1659721	HAVE A HEART FOR THE ENVIRONMENT	
Registration Number:	1508670	KELLY	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		

CH \$215.00 3275128

900138350

**TRADEMARK
 REEL: 004022 FRAME: 0440**

Address Line 2:	Attn: Jean Paterson
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	063225-10
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Jean Paterson
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Signature:	/Jean Paterson/
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Date:	07/10/2009
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Total Attachments: 4
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**SUPPLEMENT TO SECURITY AGREEMENT
(TRADEMARKS)**

WHEREAS, Kelly Paper Company, a California corporation (herein referred to as a "**Grantor**"), having an address at 288 Brea Canyon Road, City of Industry, California 91789, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section l(c) or l(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section l(c) or l(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "**Trademarks**"); and

WHEREAS, the Grantor has entered into a Security Agreement, dated as of June 30, 2009 (said Security Agreement, as it may hereafter be amended or otherwise modified from time to time being the "**Security Agreement**"), the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Security Trustee; and

WHEREAS, pursuant to the Security Agreement, among other things, the Grantor has granted to Security Trustee a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by any Grantor, and all reissues, extensions or renewals thereof, all licenses related to any of the foregoing and all proceeds of all of the foregoing, including, without limitation, any claims by such Grantor against third parties for infringement thereof (the "**Collateral**"), to secure the payment and performance of the Obligations.

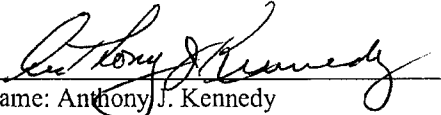
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record with the United States Patent and Trademark Office to the extent possible by the filing of this supplement, its grant to Security Trustee of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of Security Trustee with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Security Trustee's address is National Australia Bank Limited, Level 25, NAB House, 255 George Street, Sydney, NSW, 2000, Australia, Attention: Allison Dinham.

IN WITNESS WHEREOF, the Grantor has duly executed or caused this Supplement to the Security Agreement to be duly executed as of June 30, 2009.

KELLY PAPER COMPANY

By: 
Name: Anthony J. Kennedy
Title: Secretary

**Schedule 1-A to the SUPPLEMENT TO SECURITY AGREEMENT
TRADEMARKS**

Trademark	Application or Registration Date	Application Serial No. or Registration No.
SHASTA	08/07/2007	3,275,128
KELLY	12/04/2007	3,348,540
KELLY PAPER	01/01/2008	3,362,486
SEQUOIA	12/25/2007	3,359,762
PRESSLINE	02/12/2008	3,381,964
PRESSLINE	07/04/2000	2,365,043
HAVE A HEART FOR THE ENVIRONMENT	10/08/1991	1,659,721 (Cancelled)
KELLY	10/11/1988	1,508,670