

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
Mohawk Fine Papers Inc.		04/23/2009	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Manufacturers and Traders Trust Company
Street Address:	301 West Plank Road
City:	Altoona
State/Country:	PENNSYLVANIA
Postal Code:	16602
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3339851	WINDPOWER
Registration Number:	3154029	I-TONE
Registration Number:	3045597	MANUFACTURED WITH WIND POWER
Registration Number:	3465284	CN MADE CARBON NEUTRAL
Registration Number:	2646871	ENVOY
Registration Number:	0248580	LUGANO
Serial Number:	77633899	MOHAWK RENEWAL
Serial Number:	77633893	MOHAWK RENEWAL

CORRESPONDENCE DATA

Fax Number: (202)842-8465
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-842-8800
 Email: dctrademarks@dbr.com
 Correspondent Name: Amy E. Carroll
 Address Line 1: 1500 K Street, N.W.

OP \$215.00 3339851

Address Line 2: Suite 1100
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-1209

ATTORNEY DOCKET NUMBER:	042858-207569
NAME OF SUBMITTER:	Amy E. Carroll
Signature:	/amyecarroll/
Date:	07/17/2009

Total Attachments: 5
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TRADEMARK AGREEMENT

This TRADEMARK AGREEMENT is made as of April 23, 2009, by and among Mohawk Fine Papers Inc., a New York corporation (together with its successors and permitted assigns, the “**Assignor**”), and Manufacturers and Traders Trust Company, with an office at 301 West Plank Road, Altoona, Pennsylvania 16602, as agent for itself and the other Secured Parties (as that term is defined in the Credit Agreement referenced below) (together with its successors and assigns in such capacity, “**Assignee**”) and is made pursuant to the Security Agreement dated as of May 2, 2005, as such agreement may have been amended, modified or restated, by and among Assignor, Mohawk Paper Mills, Inc., a New York corporation (“**Parent**”), and any other Subsidiary Guarantors that are party thereto (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, the “**Security Agreement**”).

WHEREAS, Assignor is the owner of certain trademarks, including pending applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, including those listed on Exhibit 1 hereto (the “**Marks**,” which, together the other items defined as “Intellectual Property” in the Credit Agreement shall be collectively referred to hereinafter as the “**Intellectual Property**”); and

WHEREAS, Borrower, Parent, and certain Lenders (as defined in the Credit Agreement) entered into that certain Credit Agreement dated as of May 2, 2005, as amended by Amendment No. 1 dated as of April 14, 2006, Amendment No. 2 dated as of October 11, 2006, Amendment No. 3 dated as of April 16, 2007, Amendment No. 4 dated as of March 26, 2008, Amendment No. 5 dated as of September 26, 2008 and Amendment No. 6 and Waiver dated as of February 27, 2009 (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, the “**Credit Agreement**”), pursuant to which such Lenders and the other Secured Parties agreed to extend credit to the Borrower on the terms and conditions described therein; and

WHEREAS, one of the conditions to the extension of credit under the Credit Agreement is that payment of the Secured Obligations (as defined in the Credit Agreement) shall be secured by, among other things, a security interest in favor of the Assignee, for the benefit of the Secured Parties, in the Intellectual Property and all Proceeds (as defined in the Security Agreement) thereof and Assignor is willing to grant to the Assignee, for the benefit of the Secured Parties, a security interest in the Intellectual Property and all Proceeds thereof and all other related claims and rights as more fully described in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Secured Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Intellectual Property and all Proceeds thereof and gives notice of such security interest and the existence of the Security Agreement providing therefor.

[Signature Page Follows]

Executed as of the date first above written.

Assignor:

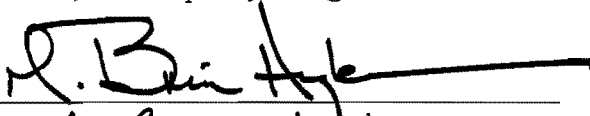
MOHAWK FINE PAPERS INC.

By J. F. Haren
Name: JOHN F. HAREN
Title: President

[Signature Page of Trademark Agreement]

Assignee:

MANUFACTURERS AND TRADERS TRUST
COMPANY, in its capacity as Agent

By: 
Name: M. Brian Hughes
Title: VP

[Signature Page of Trademark Agreement]

EXHIBIT 1**Trademarks**

Mark	Registration/Application No.	Registration/Application Date
WINDPOWER	3339851	November 20, 2007
I-TONE	3154029	October 10, 2006
MANUFACTURED WITH WIND POWER	3045597	January 17, 2006
CN MADE CARBON NEUTRAL	3465284	July 15, 2008
ENVOY	2646871	November 5, 2002
LUGANO	248580	October 23, 1928
MOHAWK RENEWAL	77633899	December 16, 2008
MOHAWK RENEWAL	77633893	December 16, 2008