

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST (FIRST LIEN)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEVAMAR COMPANY, LLC		12/23/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE, AG CAYMAN ISLANDS BRANCH as administrative agent		
Street Address:	OMA-2		
Internal Address:	ONE MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2765586	CHEMARMOR	
Registration Number:	0678253	NEVAMAR	
Registration Number:	1391590	NEVAMAR	
Registration Number:	1206166	NEVAMAR ARP SURFACE	
Registration Number:	1065806	PLUSWOOD	
Registration Number:	3321620	ARMORED PROTECTION EXCLUSIVELY NEVAMAR	
Registration Number:	3341931	ARMORED PROTECTION EXCLUSIVELY NEVAMAR	
CORRESPONDENCE DATA			
Fax Number:	(202)736-8711		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2027368818		
Email:	DFITZGERALD@SIDLEY.COM		
Correspondent Name:	DAVID L FITZGERALD		
Address Line 1:	SIDLEY AUSTIN LLP		

CH \$190.00 2765586

Address Line 2: 1501 K STREET NW
Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	32513-30020
NAME OF SUBMITTER:	David L. Fitzgerald, Reg. no. 47,347
Signature:	/David L. Fitzgerald/
Date:	12/25/2009

Total Attachments: 4

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**AMENDED AND RESTATED
GRANT OF TRADEMARK SECURITY INTEREST**

WHEREAS, NEVAMAR COMPANY, LLC a Delaware corporation (“**Grantor**”), has certain rights, title and interests in and to the Trademark Collateral (as defined below);

WHEREAS, Grantor is party to that certain Grant of Trademark Security Interest dated as of March 1, 2006 (the “**Existing Trademark Grant**”), pursuant to which Grantor has granted a security interest in favor of Credit Suisse, AG Cayman Islands Branch, as Administrative Agent for certain financial institutions (in such capacity, “**Secured Party**”), in order to secure the prompt and complete payment, observance and performance of the Obligations under (and as defined in) that certain Credit Agreement, dated as of September 30, 2005, by and among, *inter alia*, Panolam Industries International, Inc. (“**Company**”), Panolam Holdings Co. (“**Holdings**”), Secured Party and the financial institutions listed therein as Lenders (“**Lenders**”), as amended by that certain First Amendment to Credit Agreement and Waiver dated as of February 27, 2006, as further amended by that certain Second Amendment to Credit Agreement dated as of March 1, 2006, as further amended by that certain Third Amendment to Credit Agreement and Limited Waiver dated as of March 30, 2007 and as further amended by that certain Fourth Amendment to Credit Agreement, dated as of September 14, 2009 (as may have been further amended, restated, amended and restated, supplemented or otherwise modified as of the date hereof, the “**Existing Credit Agreement**”);

WHEREAS, concurrently herewith, Company, Holdings, Secured Party and Lenders are entering into that certain Amended and Restated Credit Agreement of even date herewith (as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), in order, among other things, to: (i) amend and restate the Existing Credit Agreement in its entirety; (ii) re-evidence, ratify and reaffirm the Obligations which shall be repayable hereafter in accordance with the respective terms and provisions of the Credit Agreement and (iii) set forth the terms and conditions under which Revolving Lenders will from time to time hereafter make further loans or extensions of credit, as the case may be, to or for the account of Company;

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Lender Swap Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, “**Swap Counterparties**”); and

WHEREAS, pursuant to the terms of that certain Amended and Restated Security Agreement dated of even date herewith (as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to any trademark or service mark registrations or applications that have been or may hereafter be issued or applied for thereon (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), and all goodwill of such Grantor's business symbolized by the Trademark Collateral and associated therewith; provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity of enforceability of such intent to use trademark application; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Amended and Restated Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.


Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 23rd day of December, 2009.

NEVAMAR COMPANY, LLC

By: _____


Name: Robert J. Muller, Jr.

Title: President and Chief Executive Officer

**SCHEDULE A
TO
AMENDED AND RESTATED GRANT OF TRADEMARK SECURITY INTEREST**

OWNER	TITLE OF TRADEMARK	SERIAL/ APPLICATION #	REGISTRATION #	FILING DATE	REG. DATE	COUNTRY
Nevamar Company, LLC	CHEMARMOR	78-054992	2765586	3/26/01	9/16/03	UNITED STATES
Nevamar Company, LLC	NEVAMAR	72-053223	678253	5/29/58	5/12/59	UNITED STATES
Nevamar Company, LLC	NEVAMAR (Stylized)	73-556860	1391590	9/4/85	4/29/86	UNITED STATES
Nevamar Company, LLC	NEVAMAR					
Nevamar Company, LLC	NEVAMAR ARP SURFACE (Stylized)	73-298330	1206166	2/23/81	8/24/82	UNITED STATES
Nevamar Company, LLC	NEVAMAR ARP SURFACE					
Nevamar Company, LLC	PLUSWOOD	73-082563	1065806	4/2/76	5/17/77	UNITED STATES
Nevamar Company, LLC	ARMORED PROTECTION EXCLUSIVELY NEVAMAR	78-882591	3321620	5/12/06	10/23/07	UNITED STATES
Nevamar Company, LLC	ARMORED PROTECTION EXCLUSIVELY NEVAMAR	78-882327	3341931	5/12/06	11/20/07	UNITED STATES

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Grant of Trademark Security Interest
(Nevamar Company, LLC)