

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nevamar Company, LLC		12/23/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Apollo Laminates Agent, LLC, as administrative agent		
Street Address:	9 West 57th Street, 37th Floor		
Internal Address:	Attn: Lacary Sharpe		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2765586	CHEMARMOR	
Registration Number:	678253	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:	(212)872-1002		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	kbernath@akingump.com		
Correspondent Name:	Kinga Bernath, Corporate Paralegal		
Address Line 1:	c/o Akin Gump Strauss Hauer & Feld LLP		

CH \$190.00 2765586

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**TRADEMARK
 REEL: 004121 FRAME: 0457**

Address Line 2: One Bryant Park
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	687339.0001
NAME OF SUBMITTER:	Jaisohn Im
Signature:	/Jaisohn Im/
Date:	12/28/2009

Total Attachments: 4
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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, concurrently herewith, Panolam Industries International, Inc. (“**Company**”), Panolam Holdings Co. (“**Holdings**”), Apollo Laminates Agent, LLC, as administrative agent for certain financial institutions (in such capacity, “**Secured Party**”) and the financial institutions listed therein as Lenders (“**Lenders**”) are entering into that certain Second Lien 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**); and

WHEREAS, pursuant to the terms of that certain Second Lien 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 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.

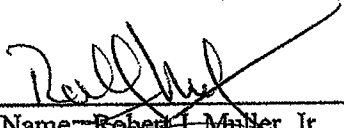
Reference is made to the Intercreditor Agreement, dated as of December 23, 2009 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among Grantor, Company, Holdings, Panolam Industries, Inc., Pioneer Plastics Corporation, Nevamar Holding Corp., Nevamar Holdco, LLC, the other subsidiaries of Grantor and Holdings from time to time party thereto, Credit Suisse AG, Cayman Islands Branch, as First Lien Collateral Agent (as defined therein) and Apollo Laminates Agent, LLC, as Second Lien Collateral Agent (as defined therein). Notwithstanding anything herein to the contrary, the lien and security interest granted to the Secured Party pursuant to this Grant of Trademark Security Interest and the exercise of any right or remedy by the Secured Party hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Grant of Trademark Security Interest, the provisions of the Intercreditor Agreement shall control.

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IN WITNESS WHEREOF, Grantor has caused this 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
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