

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
Kruger Products L.P.		01/19/2010	LIMITED PARTNERSHIP: CANADA

RECEIVING PARTY DATA

Name:	National Bank of Canada
Street Address:	1155 Metcalfe Street
Internal Address:	5th Floor
City:	Montreal, Quebec
State/Country:	CANADA
Postal Code:	H3B 4S9
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 123

Property Type	Number	Word Mark
Serial Number:	78718501	THE ULTIMATE WASHROOM
Serial Number:	78957757	
Serial Number:	78723081	WHITECLOUD
Serial Number:	78723078	WHITECLOUD ULTRA COMFORT
Serial Number:	78848271	
Serial Number:	78848268	
Serial Number:	78769515	STALL OF FAME
Serial Number:	78957752	
Serial Number:	78733722	ECO-LOGICAL RECYCLED FIBRE
Serial Number:	78850439	
Serial Number:	78590237	QTP QUALITY TAKES PRIORITY LA QUALITE TOUJOURS NOTRE PRIORITE
Serial Number:	78830025	CASHMERE

OP \$3090.00 78718501

Serial Number:	78768638	WHITE CLOUD
Serial Number:	78865708	GREENQUALITY
Serial Number:	78618191	HANDS FRESH
Serial Number:	78626633	EASY-FLOW
Serial Number:	78850442	
Serial Number:	78974170	ESTEEM
Serial Number:	78740651	TE SACAN DE APUROS!
Serial Number:	78589635	SPLASH POCKETS
Serial Number:	78568477	SPONGEPOCKET POWER
Serial Number:	78812550	BBQ ESSENTIALS
Serial Number:	78793990	
Serial Number:	78781868	READY FOR REAL LIFE MESSAGES
Serial Number:	78780483	WHITE SWAN
Serial Number:	78723074	WHITECLOUD ULTRA COMFORT 3 PLY SOFTNESS, 3 PLY THICKNESS
Serial Number:	78712919	WHITE CLOUD ULTRA COMFORT
Serial Number:	78712203	THE SOFT EMBRACE OF WHITE CLOUD
Serial Number:	78712199	CLOUD CUSHIONS
Serial Number:	78692725	100% BIODEGRADABLE 100% 100% BIODÉGRADABLE
Serial Number:	78556191	ULTRA THICK ULTRA SOFT
Serial Number:	78534788	SPLIT-TO-FIT
Serial Number:	78510608	SPARTAN
Serial Number:	78855595	WITH THOUSANDS OF SPONGE POCKETS AVEC DES MILLIERS DE SPONGIE-POCHETTES
Serial Number:	78803137	
Serial Number:	78740621	ESCOJE EL TAMAÑO
Serial Number:	78713505	EASY-FLOW
Serial Number:	78479654	DA VINCI
Serial Number:	78479651	DESIGNER
Serial Number:	78479621	FEEL FRESH
Serial Number:	77877158	THE SMART ALTERNATIVE
Serial Number:	77539290	SOFTNESS YOU CAN SEE
Serial Number:	77868185	GREEN CHOICE
Serial Number:	77786104	LUXURIOUSLY SOFT
Serial Number:	77758435	WHITE CLOUD

Serial Number:	77788626	GENESIS
Serial Number:	77616038	
Serial Number:	77173500	REDUCE · REUSE · RECYCLE REDUIRE · REUTILISER · RECYCLER
Serial Number:	77486316	ENVIROCARE
Serial Number:	77474863	ENVIROCARE ENVIROPLUS
Serial Number:	77430973	SUAVIDAD QUE ABSORBE
Serial Number:	77414908	SAVE-A-BAG
Serial Number:	77408858	INSPIRATION
Serial Number:	77284746	ULRT
Serial Number:	77237392	WHITE CLOUD
Serial Number:	77237373	WWW.MYWHITECLOUD.COM
Serial Number:	77208209	
Serial Number:	77178839	WHITE SWAN
Serial Number:	77143502	GREENEARTH
Serial Number:	77137933	NUBES DE SUAVIDAD
Serial Number:	77119328	THE ULTIMATE WASHROOM
Serial Number:	77049190	TITAN
Serial Number:	77022755	SOFTEN THE BLOW
Serial Number:	77003485	ONLIWON
Serial Number:	77003166	QUILTED POCKETS
Serial Number:	76269310	HYGIENECHOICE
Serial Number:	76349527	
Serial Number:	76590977	
Serial Number:	76579774	
Serial Number:	76483735	100% NATURAL
Serial Number:	76432432	ABT
Serial Number:	76624654	CASHMERE
Serial Number:	76216123	CASHMERE
Serial Number:	76625071	SOFT & PURE PREMIUM
Serial Number:	76628460	SOFT & PURE
Serial Number:	76625072	HYPOALLERGENIC + DERMATOLOGIST APPROVED DERMATÓLOGOS + HIPOALERGENICO APROBADO POR
Serial Number:	76625066	SOFT & PURE
Serial Number:	76625065	WHITE CLOUD ULTRA

Serial Number:	76624653	DUVET
Serial Number:	76618547	CASHMERE ULTRA
Serial Number:	76613401	TISSUE UNIVERSITY
Serial Number:	76613373	TISSUE U
Serial Number:	76593976	IRRESISTABLY SOFT
Serial Number:	76588554	SPONGEUPS
Serial Number:	76587283	SPONGECLOTH
Serial Number:	76558484	THE ULTIMATE WASHROOM
Serial Number:	76558044	THE ULTIMATE WASHROOM
Serial Number:	76557447	SOMETHING SPECIAL FOR YOUR NOSE
Serial Number:	76515979	SATINELLE
Serial Number:	76515978	AUTOFLOW
Serial Number:	76513570	AUTOFLOW
Serial Number:	76505313	SPONGE POCKETS POCHETTES SPONGIEUSES
Serial Number:	76491232	THE ULTIMATE WASHROOM
Serial Number:	76491231	SOFTNESS THAT GETS NOTICED
Serial Number:	76491230	SOFTNESS YOU'LL NOTICE
Serial Number:	76490009	NOTICEABLY SOFT
Serial Number:	76483265	THE THICK TISSUE WITH THE SOFT TOUCH
Serial Number:	76445890	HYPOALLERGENIC+DERMATOLOGIST APPROVED DES DERMATOLOGUES ET HYPOALLERGENES APPROUVES PAR
Serial Number:	76444295	SPONGETOWELS
Serial Number:	76437229	ASK FOR IT BY NAME
Serial Number:	76437228	
Serial Number:	76437227	PILLOW PEOPLE
Serial Number:	76437226	
Serial Number:	76234738	DUVET
Serial Number:	76052086	WHITE CLOUD
Serial Number:	76036049	MIGHTY MAX
Serial Number:	75604068	WHITE SWAN
Serial Number:	75842142	MINI-MAX
Serial Number:	75498197	LIGHT WORKS
Serial Number:	75498196	GENERAL WORKS
Serial Number:	75498195	FOOD WORKS

Serial Number:	75498194	ECONO WORKS
Serial Number:	75498190	ALL WORKS
Serial Number:	75498178	SCRIM WORKS
Serial Number:	75490526	EMBASSY
Serial Number:	74430212	WHITE CLOUD
Serial Number:	73187201	SOFT & PURE
Serial Number:	76505314	CHOOSE-A-SIZE
Serial Number:	78740665	GETTING YOU OUT OF TROUBLE!
Serial Number:	78826519	QUALITY ALWAYS PAYS ITS WAY
Serial Number:	76579725	
Serial Number:	75157864	SOFTNESS YOU CAN SEE
Serial Number:	76590976	

CORRESPONDENCE DATA

Fax Number: (202)799-5144
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027994000
Email: dctrademarks@dlapiper.com
Correspondent Name: Ryan C. Compton
Address Line 1: 500 Eighth Street, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER: 29829-

DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER: Ryan C. Compton

Signature: /Ryan C. Compton/

Date: 06/21/2010

Total Attachments: 13
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CONFIRMATORY SECURITY AGREEMENT

WHEREAS KRUGER PRODUCTS L.P. (the "**Grantor**"), having its registered office at 3285 Bedford Road, Montreal, Québec, H3S 1G5 (i) is the registered owner of the Canadian trademarks and trademark applications listed in Schedule "A" hereto and may, in the future, become the registered owner of additional Canadian trademarks and trademark applications (collectively, the "**Canadian Trademarks**"), (ii) is the registered owner of the United States trademarks and trademark applications listed in Schedule "B" hereto and may, in the future, become the registered owner of additional United States trademarks and trademark applications (collectively, the "**US Trademarks**"), (iii) is the registered owner of the Canadian industrial designs and industrial design applications listed in Schedule "C" hereto and may, in the future, become the registered owner of additional Canadian industrial designs and industrial design applications (collectively, the "**Canadian Industrial Designs**"), (iv) is the registered owner of the United States design patents and design patent applications listed in Schedule "D" hereto and may, in the future, become the registered owner of additional United States design patents and design patent applications (collectively, the "**US Design Patents**"), (v) is the registered owner of the Canadian patents and patent applications listed in Schedule "E" hereto and may, in the future, become the registered owner of additional Canadian patents and patent applications (collectively, the "**Canadian Patents**"), and (vi) is the registered owner of the United States patents and patent applications listed in Schedule "F" hereto and may, in the future, become the registered owner of additional United States patents and patent applications (collectively, the "**US Patents**") (the Canadian Trademarks, the US Trademarks, the Canadian Industrial Designs, the US Design Patents, the Canadian Patents and US Patents are hereinafter collectively referred to as the "**Intellectual Property**");

WHEREAS NATIONAL BANK OF CANADA (the "**Creditor**"), having a place of business at 1155 Metcalfe Street, 5th Floor, Montréal, Québec, H3B 4S9 and the Grantor entered into a deed of hypothec as of January 6, 2010 and a general security agreement as of January 6, 2010 (the "**Security Documents**"), pursuant to which the Grantor granted to the Creditor a security in and to, among other things, the Intellectual Property;

WHEREAS the Grantor and the Creditor have perfected the Security Documents in the Intellectual Property in accordance with the laws of the Provinces of Québec, Ontario, British Columbia, Alberta and Nova Scotia, Canada;

WHEREAS the Grantor and the Creditor are desirous of recording the Security Documents and the additional security created hereunder in the Intellectual Property with the United States Patent and Trademark Office and with the Canadian Intellectual Property Office;

NOW THEREFORE, the Grantor and the Creditor hereby confirm that on January 6, 2010, the Grantor and the Creditor entered into the Security Documents, pursuant to which the Grantor granted to the Creditor a security in and to, among other things, the Intellectual Property.

AND, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to Creditor a security interest in, and mortgage on, the Intellectual Property.

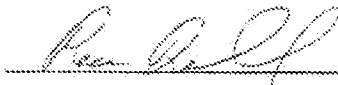
AND each party hereto does hereby further acknowledge and affirm that the rights and remedies of Creditor with respect to the security interest in and mortgage on the Intellectual Property made and granted hereby are more fully set forth in the Security Documents, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

THE PARTIES FURTHER AGREE that the Grantor shall record this Confirmatory Security Agreement with (i) the Canadian Intellectual Property Office, with respect to the Canadian Trademarks, the Canadian Industrial Designs and the Canadian Patents, and (ii) the United States Patent and Trademark Office (together with a filing at the Office of Revenue in Washington, D.C.), with respect to the US Trademarks, the US Design Patents and the US Patents.

CONFIRMATORY SECURITY AGREEMENT—SIGNATURE PAGE

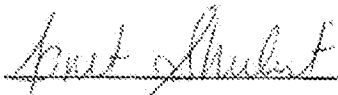
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as a sealed instrument on the nineteenth (19th) day of January, 2010.

**KRUGER PRODUCTS L.P., by its
general partner Kruger Products G.P.
Inc.**

Per: 

Name: Pierre Duhamel
Title: Executive Vice President and CFO
Date:

Witness

Per: 

Name: Janet Shulist
Title: Corporate Secretary
Date:

CONFIRMATORY SECURITY AGREEMENT -- SIGNATURE PAGE

NATIONAL BANK OF CANADA

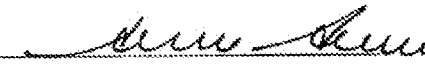
Per: 
Name: Dominic Albanese

Title: Director

Date:

Date:

Witness

Per: 




Name: Antoine Avril





Title: Vice President




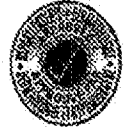

Date:






SCHEDULE "B"






UNITED STATES TRADEMARKS OF KRUGER PRODUCTS L.P.





TRADE MARK	SERIAL NO.	REG. NO.
 100% BIODEGRADABLE & Design	78/692,725	3,372,883
100% NATURAL	76/483,735	
ABT	76/432,432	
ALL-WORKS	75/498,190	2,438,910
ASK FOR IT BY NAME	76/437,229	2,847,238
AUTOFLOW	76/513,570	2,969,204
 AUTOFLOW Design	76/515,978	3,081,142
BBQ ESSENTIALS	78/812,550	3,381,830
CASHMERE	76/216,123	3,436,496
CASHMERE	76/624,654	3,490,874
CASHMERE	78/830,025	3,583,444
CASHMERE ULTRA	76/618,547	3,143,952
CHOOSE-A-SIZE	76/505,314	3,273,147
CLOUD CUSHIONS	78/712,199	3,219,561
 Daisy Flower (Square) Pattern Design	76/349,527	
DA VINCI	78/479,654	3,130,873
DESIGNER	78/479,651	3,223,821






TRADE MARK	SERIAL NO.	REG. NO.
DUVET	76/624,653	3,371,151
DUVET	76/234,738	2,869,991
EASY-FLOW	78/626,633	
EASY-FLOW	78/713,505	3,109,400
	78/733,722	3,631,414
ECONO-WORKS	75/498,194	2,438,911
Eggshell/Flower Embossing Pattern Design 	78/848,271	
Eggshell/Flower Single Cell Embossing Pattern Design 	78/850,442	
EMBASSY	75/490,526	2,435,607
ENVIROCARE	77/486,316	
 ENVIROCARE/ENVIROPLUS & Design	77/474,863	
ESCOJE EL TAMAÑO	78/740,621	3,306,644
ESTEEM	78/974,170	3,496,093
FEEL FRESH	78/479,621	3,187,987
FOOD WORKS	75/498,195	2,438,912
GENERAL WORKS	75/498,196	2,437,409
GENESIS	77/788,626	
GETTING YOU OUT OF TROUBLE!	78/740,665	3,257,823






TRADE MARK	SERIAL NO.	REG. NO.
GREEN CHOICE	77/868,185	
GREENEARTH	77/143,502	
GREENQUALITY & Design 	78/865,708	3,554,209
HANDS FRESH	78/618,191	3,554,176
Hearts & Flower Single Cell Embossing Pattern Design 	78/850,439	
Hearts & Flowers Triangle Cell Embossing Pattern Design 	78/848,268	
<i>hygieneChoice</i> HygieneChoice & Design	76/269,310	2,837,655
 HYPOALLERGENIC/ DERMATOLOGIST APPROVED & Design(English & French)	76/445,890	2,975,088
HYPOALLERGENIC & DERMATOLOGIST APPROVED & Design (English & Spanish) 	76/623,072	3,199,256
INSPIRATION	77/408,858	3,691,095
IRRESISTABLY SOFT	76/593,976	3,087,011




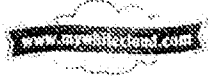
TRADE MARK	SERIAL NO.	REG. NO.
Laughing Pillow Design 	76/437,226	2,842,303
 LEAFS Design	77/616,038	
LIGHT WORKS	75/498,197	2,438,913
LUXURIOUSLY SOFT	77/786,104	
MIGHTY MAX	76/036,049	2,868,224
MINI-MAX	75/842,142	2,732,498
NOTICEABLY SOFT	76/490,009	2,990,957
NUBES DE SAUVIDAD	77/137,933	
ONLIWON	77/003,485	
 Paul Pillow Design	76/437,228	2,842,304
PILLOW PEOPLE	76/437,227	2,839,536
QTP; QUALITY TAKES PRIORITY & Design 	78/590,237	3,594,914
QUALITY ALWAYS PAYS ITS WAY	78/826,519	3,329,239
QUILTED POCKETS	77/003,166	3,315,444
READY FOR REAL LIFE MESSES	78/781,868	
REDUCE REUSE RECYCLE & SWAN/ARROWS DESIGN 	77/173,500	

TRADE MARK	SERIAL NO.	REG. NO.
 Rose in Cloud (Single Cell)	76/579,725	
 Rose in Cloud (Multiple Cell)	76/579,774	3,012,635
 Rose in Cloud with Border	76/590,977	3,010,210
SATINELLE	76/515,979	3,207,050
SAVE-A-BAG	77/414,908	3,704,078
SCRIM WORKS	75/498,178	2,437,408
SOFT & PURE	76/625,066	3,164,403
SOFT & PURE	76/628,460	3,164,406
 SOFT & PURE Design	73/187,201	1,143,334
SOFT & PURE PREMIUM Design SOFT & PURE PREMIUM	76/625,071	3,310,250
SOFTEN THE BLOW	77/022,755	
SOFTNESS THAT GETS NOTICED	76/491,231	2,980,404
SOFTNESS YOU CAN SEE	75/157,864	2,184,705
SOFTNESS YOU CAN SEE	77/539,290	
SOFTNESS YOU'LL NOTICE	76/491,230	3,127,286
SOMETHING SPECIAL FOR YOUR NOSE	76/557,447	2,988,513
SPARTAN	78/510,698	3,100,160
SPLASH Design 	76/590,976	3,281,230

TRADE MARK	SERIAL NO.	REG. NO.
SPLASH POCKETS	78/589,635	3,097,704
SPLIT-TO-FIT	78/534,788	3,135,041
SPONGE POCKETS MEN Design 	78/855,595	3,348,332
 SPONGE POCKETS POCHETTES SPONGIEUSES & Design	76/505,313	3,118,653
SPONGEPOCKET POWER	78/568,477	3,200,472
SPONGECLOTH	76/587,283	
SPONGETOWELS	76/444,295	2,907,567
SPONGEUPS	76/588,554	3,025,450
STALL OF FAME	78/769,515	3,689,444
Stoh Hearts Logo (Colour) 	78/957,757	
Stoh Hearts Logo (Colour) 	78/957,752	3,673,075
SUAVIDAD QUE ABSORBE	77/430,973	
TE SACAN DE APUROS!	78/740,651	3,453,745
THE SMART ALTERNATIVE	77/877,158	
THE SOFT EMBRACE OF WHITE CLOUD	78/712,203	3,243,764

TRADE MARK	SERIAL NO.	REG. NO.
THE THICK TISSUE WITH THE SOFT TOUCH	76/483,265	2,837,964
THE ULTIMATE WASHROOM	77/119,328	
THE ULTIMATE WASHROOM	78/718,501	
 THE ULTIMATE WASHROOM & Woman/Man Design	76/491,232	2,916,926
 THE ULTIMATE WASHROOM & Woman/Man Design	76/558,484	3,047,466
THE ULTIMATE WASHROOM	76/558,044	3,089,079
TISSUE U	76/613,373	3,128,396
TISSUE UNIVERSITY	76/613,401	3,197,856
TITAN	77/049,190	3,415,130
ULRT	77/284,746	3,710,871
ULTRA THICK ULTRA SOFT & Design 	78/556,191	3,405,299
 Wheat Design	78/793,990	3,219,767
WHITE CLOUD & Design (Blue) 	78/723,081	

TRADE MARK	SERIAL NO.	REG. NO.
WHITE CLOUD & Cloud Design 	77/237,392	
WHITE CLOUD ULTRA COMFORT & Design 	78/723,074	3,383,376
WHITE CLOUD	78/768,638	3,559,048
WHITE CLOUD	74/430,212	2,070,125
WHITE CLOUD	76/052,086	3,080,003
WHITE CLOUD	77/758,435	
WHITE CLOUD (ULTRA) & Banner Design 	76/625,065	3,207,090
WHITE CLOUD ULTRA COMFORT	78/712,919	3,219,562
WHITE CLOUD ULTRA COMFORT & Design 	78/723,078	
WHITE SWAN	75/604,068	2,796,437
WHITE SWAN & Design 	78/780,483	3,334,600

TRADE MARK	SERIAL NO.	REG. NO.
WHITE SWAN & Design 	77/178,839	3,710,846
Woman Design (Goldie - Cashmere Lady) 	78/803,137	3,311,921
Woman with Ribbon Design (Goldie - Black & White) 	77/208,209	3,483,288
www.mywhitecloud.com & CLOUD Design 	77/237,373	3,720,505

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