

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Confirmatory Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fibretek Inc.		07/16/2010	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SGF Rexfor Inc.		
<b>Street Address:</b>	600 de la Gauchetiere Street West, Suite 1500		
<b>City:</b>	Montreal (Quebec)		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H3B 4L8		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85032803	FIBREK	
<b>Serial Number:</b>	85033026	FK FIBREK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-951-8132		
<b>Email:</b>	linda.salera@bingham.com		
<b>Correspondent Name:</b>	Linda A. Salera		
<b>Address Line 1:</b>	1 Federal Street		
<b>Address Line 2:</b>	c/o Bingham McCutchen LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			

OP \$65.00 85032803

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Linda A. Salera

Signature:

/Linda A. Salera/

Date:

07/16/2010

**Total Attachments: 5**

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**CONFIRMATORY TRADEMARK SECURITY AGREEMENT**

**THIS CONFIRMATORY TRADEMARK SECURITY AGREEMENT**, dated as of July 16, 2010, is made by **FIBREK INC.**, a corporation constituted in accordance with the laws of Canada (the "Grantor"), in favor of **SGF REXFOR INC.** (in such capacity, together with its successors and permitted assigns, "Term Loan Lender").

**WITNESSETH:**

**WHEREAS**, pursuant to the Credit Agreement, dated as of July 16, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and between the Grantor and Term Loan Lender, the Term Loan Lender has agreed to make a term loan to Grantor upon the terms and subject to the conditions set forth therein;

**WHEREAS**, the Grantor is party to a Hypothèque Universelle, dated July 12, 2010 in favor of Term Loan Lender (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Hypothèque");

**WHEREAS**, in connection with the execution of the Credit Agreement, SFK Pulp Recycling U.S. Inc. and the other entities party thereto as grantors thereunder have entered into a Pledge and Security Agreement, dated as of July 16, 2010, in favor of Term Loan Lender (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantor Security Agreement");

**WHEREAS** the Grantor and the Term Loan Lender are desirous of recording the Hypothèque and the additional security created hereunder in the Trademark Collateral (as hereinafter defined) with the United States Patent and Trademark Office;

**NOW, THEREFORE**, in consideration of the premises and to induce the Term Loan Lender to enter into the Credit Agreement and to make a term loan to the Grantor thereunder, the Grantor hereby agrees with Term Loan Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantor Security Agreement.

Section 2. Confirmation of Grant of Hypothec in Trademark Collateral. The Grantor hereby confirms that all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral") are hypothecated under the Hypothèque for an amount of CAN\$100,000,000, bearing interest at a rate of 25% per annum, in favour of the Term Loan Lender:

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Interest. For good and valuable consideration, receipt of which is hereby acknowledged, the Grantor hereby further grants to the Term Loan Lender a security interest in and a Lien on the Trademark Collateral as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor.

Section 4. Rights and Remedies. The security interest granted pursuant to this Confirmatory Trademark Security Agreement is granted in conjunction with the security interest granted to Term Loan Lender pursuant to the Hypothèque and the Grantor hereby acknowledges and agrees that the rights and remedies of Term Loan Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Hypothèque, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 5. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder, provided that to the extent that the laws of any jurisdiction govern the validity and perfection of the security constituted hereunder, the domestic laws of such jurisdiction shall govern those issues.

Section 6. Counterparts. This Confirmatory Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Confirmatory Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF**, the Grantor has caused this Confirmatory Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

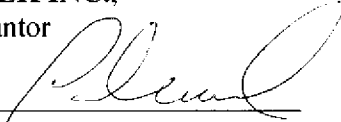
Very truly yours,

**FIBREK INC.,**  
as Grantor

By: \_\_\_\_\_

Name:

Title:

A handwritten signature in black ink, appearing to be "P. L. ...", written over a horizontal line.

[Signature Page – Confirmatory Trademark Security Agreement]

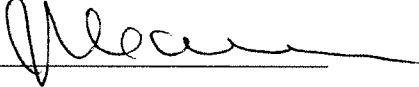
**TRADEMARK**  
**REEL: 004243 FRAME: 0604**


**ACCEPTED AND AGREED**

as of the date first above written:

**SGF REXFOR INC.**

as Term Loan Lender

By:   
Name:  
Title:

By:   
Name:  
Title:


SCHEDULE I  
TO  
CONFIRMATORY TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

None.

2. TRADEMARK APPLICATIONS

MARK	APPLICATION NO.
FIBREK FIBREK	85-032803
 FIBREK	85-033026

3. IP LICENSES

None.