

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
FibreK Inc.		07/16/2010	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	GE Canada Finance Holding Company, as agent
Street Address:	123 Front Street West
Internal Address:	Suite 1400
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2M2
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	85032803	FIBREK
Serial Number:	85033026	FK FIBREK

CORRESPONDENCE DATA

Fax Number: (312)558-5700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3125586352
 Email: lkonrath@winston.com
 Correspondent Name: Laura Konrath
 Address Line 1: 35 West Wacker Drive
 Address Line 2: Winston & Strawn LLP
 Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 80034-1353

DOMESTIC REPRESENTATIVE

CH \$65.00 85032803

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Laura Konrath

Signature:

/Laura Konrath/

Date:

07/28/2010

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. (the "Grantor"), in favor of GE CANADA FINANCE HOLDING COMPANY ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

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 among the Borrowers, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to a Deed of Hypothec and Issue of Bonds dated July 12, 2010 in favor of Agent, acting as *fondé de pouvoir* under Article 2692 of the *Civil Code of Québec* (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Hypothec");

WHEREAS the Grantor and the Agent are desirous of recording the Hypothec 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 Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit 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 Hypothec for an amount of CAN\$95,000,000, bearing interest at a rate of 25% per annum, in favour of the Agent, acting as *fondé de pouvoir* of the Bondholders (as such term is defined in the Hypothec):

(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 Agent, for the benefit of the Secured Parties, 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. Each party hereto hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in and Lien on the Trademark Collateral made and granted hereby are more fully set forth in the Hypothec, 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, it 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.

Section 6. Recording. The Grantor authorizes the Agent to record this Confirmatory Trademark Security Agreement with the United States Patent and Trademark Office.

Section 7. 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 8. 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:

ACCEPTED AND AGREED
as of the date first above written:

GE CANADA FINANCE HOLDING COMPANY
as Agent

By: 

Name: _____

Title: **MICHAEL PISANI**
DULY AUTHORIZED SIGNATORY


SCHEDULE I
TO
CONFIRMATORY TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

None.

2. TRADEMARK APPLICATIONS

FIBREK FIBREK	Application pending	85-032803	FibreK Inc.
 FibreK FIBREK	Application pending	85-033026	FibreK Inc.

3. IP LICENSES

None.