

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	IP Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Tembec Industries Inc.		08/17/2010	CORPORATION: CANADA
Tembec Inc.		08/17/2010	CORPORATION: CANADA
Tembec		08/17/2010	General Partnership: CANADA

**RECEIVING PARTY DATA**

<b>Name:</b>	Computershare Trust Company of Canada
<b>Street Address:</b>	1500 University Street
<b>Internal Address:</b>	Suite 700
<b>City:</b>	Montreal, Quebec
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	H3A 3S8
<b>Entity Type:</b>	Trust Company: CANADA

**PROPERTY NUMBERS Total: 35**

Property Type	Number	Word Mark
Registration Number:	2748320	ARBO
Registration Number:	3418805	CHEMISTRY, THE NATURAL WAY
Registration Number:	2268140	FOREVER GREEN
Registration Number:	2291926	IMPACT ZERO
Registration Number:	1851089	KALLIMA
Registration Number:	2937573	KALLIMA
Registration Number:	3056973	KALLIMA INFINITE POSSIBILITIES
Registration Number:	2349730	MUSKOKA
Registration Number:	3011827	MUSKOKA ARCHITECTURAL COLLECTION
Registration Number:	3018294	MUSKOKA GALLERY COLLECTION
Registration Number:	3018578	MUSKOKA PREFINISHED HARDWOOD FLOORING
Registration Number:	3786697	NATURALLY GREEN THE VINTAGE COMMITMENT

OP \$890.00 2748320

**TRADEMARK**

**900173650**

**REEL: 004294 FRAME: 0160**

Registration Number:	1888440	RECYKAL
Serial Number:	77610519	SEED TO SEED
Registration Number:	2819132	SYSTEM 21 ARMOUR-KOTE 25 YEAR WARRANTY
Registration Number:	2467413	TDS
Serial Number:	77584426	TEMBEC
Serial Number:	76649106	TEMBEC CELLUTIONS
Registration Number:	1643568	TEMBOARD
Registration Number:	1783765	TEMCELL
Registration Number:	2105937	TEMLINER
Registration Number:	3700661	TEMPRO
Registration Number:	3438867	TEMPRO FJ
Registration Number:	2599353	TEPLUS
Registration Number:	2589892	TEMSELECT
Registration Number:	2361700	TEMSPORT
Registration Number:	3190481	TEMTATION
Registration Number:	3406163	U-CLIK
Serial Number:	77604924	V NATURALLY GREEN VINTAGE HARDWOOD FLOORING
Serial Number:	77602958	VINTAGE CRAFTED ENGINEERED FLOORING
Registration Number:	3068943	VINTAGE CRAFTED ENGINEERED FLOORING
Serial Number:	77602968	VINTAGE PIONEERED SOLID HARDWOOD FLOORING
Registration Number:	3791938	VINTAGE SOLID SAWN STRUCTURED HARDWOOD FLOORING
Serial Number:	77757298	VINTAGE U-LOC LOCKING STRUCTURED FLOOR
Serial Number:	77923172	SOLID SAWN

**CORRESPONDENCE DATA**

Fax Number: (212)354-8113  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2128198200  
Email: fcutajar@whitecase.com  
Correspondent Name: White & Case LLP  
Address Line 1: 1155 Avenue of the Americas  
Address Line 2: Patents & Trademarks  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 1179924-0002

DOMESTIC REPRESENTATIVE

**TRADEMARK**  
**REEL: 004294 FRAME: 0161**

Name: White & Case LLP  
Address Line 1: 1155 Avenue of the Americas  
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Frances B. Cutajar
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Signature:	/Frances B. Cutajar/
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Date:	10/11/2010
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**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of August 17, 2010, is made by TEMBEC INDUSTRIES INC., TEMBEC INC. and TEMBEC (the "Grantors") in favor of Computershare Trust Company of Canada, as the collateral agent (the "Collateral Agent") with respect to the Note Obligations (as defined in the Indenture referred to below) and the Permitted Additional Pari Passu Obligations (as defined in the Indenture).

WHEREAS, the Grantors have entered into an Indenture dated as of August 17, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), with the Collateral Agent, Wilmington Trust FSB, as Trustee, and the other parties thereto. Terms defined in the Indenture and not otherwise defined herein are used herein as defined in the Indenture.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, a security interest in, among other property, all Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. The Grantors hereby grant to the Collateral Agent, a security interest in all of such Grantors' right, title and interest in and to the following (the "Collateral"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "Patents");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "Trademarks");
- (iii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantors accruing thereunder or pertaining thereto;
- (iv) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (v) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantors under this IP Security Agreement secures the prompt and complete payment and performance when due of all Obligations of such Grantors, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantors authorize and request that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantors do hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

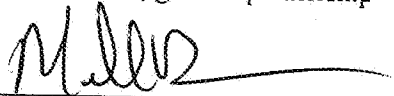
IN WITNESS WHEREOF, the Grantors have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

[Signature Page Follows]

TEMBEC INC.

TEMBEC INDUSTRIES INC.

TEMBEC INDUSTRIES INC, in its  
capacity as sole managing partner of  
TEMBEC, general partnership

By:   
Michel J. Dumas,  
acting in each case in his capacity  
as Executive Vice President,  
Finance and Chief Financial Officer

Address for Notices:

800 Rene-Levesque Blvd. West  
Suite 1050  
Montreal, Quebec  
H3B 1X9  
Attention: Chief Financial Officer  
Fax: 514.397.0896

[Signature Page to IP Security Agreement]

**TRADEMARK**  
**REEL: 004294 FRAME: 0165**

**Schedule A – Patents and Patent Applications**

<b>Patent Name</b>	<b>Date Issued</b>	<b>Registration Number</b>	<b>Assignee</b>
CANTER CHIPPER HEAD AND KNIFE COUNTING	2004-08-10	6,772,810	Tembec
LUMBER UNSCRAMBLER AND CONVEYOR	November 7, 2006	7,131,527	Tembec Industries Inc.
HIGHER THAN 30% CONCENTRATION LIME SLURRIES, PREPARATION AND USES THEREOF	Pending Application number: 2008/0206126	NOT REGISTERED	Tembec
RAILWAY GROUND CROSSTIE	Pending Application number: 20080142611A1	NOT REGISTERED	Tembec Industries Inc.
COMPACT SMALL DIAMETER LOG SAWMILL	1999-06-29	5,915,429	Tembec, Inc.
LIGNOCELLULOSE FIBER-RESIN COMPOSITE MATERIAL	2008-07-08	7,396,438	Tembec

**Schedule B - Trademarks and Trademark Applications**

<b>Matter Name</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Date of Registration</b>	<b>Assignee</b>
ARBO	76/327,208	2,748,320	August 5, 2003	Tembec General Partnership
CHEMISTRY, THE NATURAL WAY	76/555,691	3,418,805	April 29, 2008	Tembec General Partnership
FOREVER GREEN	75/312,333	2,268,140	August 10, 1999	Tembec General Partnership
IMPACT ZERO	75/312,492	2,291,926	August 24, 1999	Tembec General Partnership
KALLIMA	74/359,971	1,851,089	August 23, 1994	Tembec General Partnership
KALLIMA & Design	76/583,978	2,937,573	April 5, 2005	Tembec General Partnership
KALLIMA INFINITE POSSIBILITIES	76/627,094	3,056,973	February 7, 2006	Tembec General Partnership
MUSKOKA	75/616,382	2,349,730	May 16, 2000	Tembec General Partnership
MUSKOKA ARCHITECTURAL COLLECTION	76/543,125	3,011,827	November 1, 2005	Tembec General Partnership
MUSKOKA GALLERY COLLECTION & Design	76/543,126	3,018,294	November 22, 2005	Tembec General Partnership
MUSKOKA PREFINISHED HARDWOOD FLOORING	78/349,920	3,018,578	November 22, 2005	Tembec General Partnership
NATURALLY GREEN INC., THE VINTAGE COMMITMENT	77/602,990	3,786,697	May 11, 2007	Tembec General Partnership



RECYCAL & DESIGN	74/507,437	1,888,440	April 11, 1995	Tembec General Partnership
SEED TO SEED	77/610,519	NOT REGISTERED	N/A	Tembec General Partnership

SYSTEM 21 ARMOUR-KOTE 25 YEAR WARRANTY & Design	76/470,828	2,819,132	March 2, 2004	Tembec General Partnership
TDS	75/894,455	2,467,413	July 10, 2001	Tembec General Partnership
TEMBEC (name)	77/584,426	NOT REGISTERED	N/A	Tembec General Partnership
TEMBEC CELLUTION	76/649,106	NOT REGISTERED	N/A	Tembec General Partnership
TEMBOARD	73/819,408	1,643,568	May 7, 1991	Tembec General Partnership
TEMCELL	74/328,293	1,783,765	July 27, 1993	Tembec General Partnership
TEMLINER	75/089,239	2,105,937	October 14, 1997	Tembec General Partnership
TEMPRO	77/050,394	3,700,661	October 27, 2009	Tembec General Partnership
TEMPRO FJ	77/059,347	3,438,867	June 3, 2008	Tembec General Partnership
TEMPUS	76/255,055	2,599,353	July 23, 2002	Tembec General Partnership
TEMSELECT	76/254,053	2,589,892	July 2, 2002	Tembec General Partnership
TEMSPORT	75/622,699	2,361,700	June 27, 2000	Tembec General Partnership
TEMTATION	76/617,362	3,190,481	January 2, 2007	Tembec General Partnership
U-CLIK	77/077,883	3,406,163	April 1, 2008	Tembec General Partnership
V NATURALLY GREEN VINTAGE HARDWOOD FLOORING	77/604,924	NOT REGISTERED	N/A	Tembec General Partnership
VINTAGE CRAFTED ENGINEERING	77/602,958	NOT REGISTERED	N/A	Tembec General Partnership

FLOORING				
VINTAGE CRAFTED ENGINEERED FLOORING (& Design)	78/233,553	3,068,943	March 14, 2006	Tembec General Partnership
VINTAGE PIONEERED SOLID HARDWOOD FLOORING	77/602/968	NOT REGISTERED	N/A	Tembec General Partnership
VINTAGE SOLID SAWN STRUCTURED HARDWOOD FLOORING	77/584/179	3,791,938	May 25, 2010	Tembec General Partnership
VINTAGE U-LOC LOCKING STRUCTURED FLOOR	77/757/298	NOT REGISTERED	N/A	Tembec General Partnership
SOLID SAWN	77/923/172	NOT REGISTERED	N/A	Tembec General Partnership