### TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		112/23/2010 I	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Interlake Acquisition Corporation Limited	
Street Address:	1855 Lockeway Drive, Suite 501	
City:	Alpharetta	
State/Country:	GEORGIA	
Postal Code:	30004	
Entity Type:	CORPORATION: CANADA	

### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2584184	INTERLAKE
Registration Number:	2568785	INTERLAKE PAPER

### CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7976

Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1499
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/ TRADEMARK

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Date:	01/10/2011
Total Attachments: 3 source=IACTRel#page1.tif source=IACTRel#page2.tif source=IACTRel#page3.tif	

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of December 23, 2010, from JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (the "Agent") for the banks and other financial institutions or entities (the "Lenders") to Interlake Acquisition Corporation Limited, a Nova Scotia, Canada corporation, (the "Obligor").

### WITNESSETH:

WHEREAS, pursuant to the Pledge and Security Agreement, dated as of June 12, 2006 made by the Grantors (as defined therein) in favor of the Agent (as amended, the "<u>Pledge and Security Agreement</u>"), the Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing second priority security interest (the "<u>Security Interest</u>") in all Intellectual Property, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in U.S. Trademark Rights dated as of June 26, 2006, among the Agent and Obligor (the "Security Agreement"), Obligor, by reference to the Pledge and Security Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on June 29, 2006 at Reel 3340 and Frame 0614; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Pledge and Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

- 1. <u>Definitions</u>. The term "Trademark Collateral," as used herein, shall mean all of the Obligor's right, title and interest of every kind and nature as of the date hereof in the Trademarks listed on Schedule A hereto.
- 2. <u>Release of Security Interest</u>. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
- 3. <u>Further Assurances</u>. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

[signature page follows]

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

J.P. MORGAN CHASE BANK, N.A.

Name: Thomas G. Williams

Title: Vice President

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### **SCHEDULE A**

## U.S. Trademark Registrations

"INTERLAKE", Trademark Registration No. 2,584,184, registered June 25, 2002

"INTERLAKE PAPER", Trademark Registration No. 2,568,785, registered May 14, 2002

## **Canadian Trademark Registrations**

"INTERLAKE", Canadian Trademark Registration No. TMA518841, registered October 28, 1999

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**RECORDED: 01/10/2011**