

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT															
<b>NATURE OF CONVEYANCE:</b>	Security Agreement															
<b>CONVEYING PARTY DATA</b>																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>ROYAL BANK OF CANADA</td> <td></td> <td>10/31/2011</td> <td>CHARTERED BANK: CANADA</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	ROYAL BANK OF CANADA		10/31/2011	CHARTERED BANK: CANADA								
Name	Formerly	Execution Date	Entity Type													
ROYAL BANK OF CANADA		10/31/2011	CHARTERED BANK: CANADA													
<b>RECEIVING PARTY DATA</b>																
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS ASSIGNEE															
Street Address:	11 MADISON AVENUE															
City:	NEW YORK															
State/Country:	NEW YORK															
Postal Code:	10010															
Entity Type:	BANK: SWITZERLAND															
<b>PROPERTY NUMBERS Total: 4</b>																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> <tr> <td>Registration Number:</td> <td>0715279</td> <td>DURAFLAKE</td> </tr> <tr> <td>Registration Number:</td> <td>1806741</td> <td>PREMIER</td> </tr> <tr> <td>Registration Number:</td> <td>2792186</td> <td>ULTRAPINE</td> </tr> <tr> <td>Registration Number:</td> <td>2294682</td> <td>FIBERFLOR</td> </tr> </table>	Property Type	Number	Word Mark	Registration Number:	0715279	DURAFLAKE	Registration Number:	1806741	PREMIER	Registration Number:	2792186	ULTRAPINE	Registration Number:	2294682	FIBERFLOR	
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Registration Number:	0715279	DURAFLAKE														
Registration Number:	1806741	PREMIER														
Registration Number:	2792186	ULTRAPINE														
Registration Number:	2294682	FIBERFLOR														
<b>CORRESPONDENCE DATA</b>																
Fax Number:	(866)826-5420															
Phone:	301-638-0511															
Email:	ipresearchplus@comcast.net															
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																
Correspondent Name:	IP Research Plus, Inc.															
Address Line 1:	21 Tadcaster Circle															
Address Line 2:	attn: Penelope J.A. Agodoa															
Address Line 4:	Waldorf, MARYLAND 20602															
<b>ATTORNEY DOCKET NUMBER:</b>	37524															

**900206539**

**TRADEMARK**  
**REEL: 004656 FRAME: 0495**

**OP \$115.00 0715279**

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	11/07/2011
<p>Total Attachments: 9</p> <p>source=37524#page1.tif</p> <p>source=37524#page2.tif</p> <p>source=37524#page3.tif</p> <p>source=37524#page4.tif</p> <p>source=37524#page5.tif</p> <p>source=37524#page6.tif</p> <p>source=37524#page7.tif</p> <p>source=37524#page8.tif</p> <p>source=37524#page9.tif</p>	

**ASSIGNMENT OF FIRST LIEN INTELLECTUAL PROPERTY SECURITY  
AGREEMENT**

THIS ASSIGNMENT OF FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of October 31, 2011 (this "**Assignment**"), is made by ROYAL BANK OF CANADA, as existing First Lien Administrative Agent under the IP Security Agreement referred to below (in such capacity, the "**Assignor**"), in favor of CREDIT SUISSE AG, as successor First Lien Administrative Agent under the IP Security Agreement referred to below (in such capacity, the "**Assignee**").

A. Reference is made to (i) the First Lien Credit Agreement dated as of October 16, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "**First Lien Credit Agreement**"), among Flakeboard US GP I ("**GP I**"), Flakeboard America Limited ("**FAL**"), and Flakeboard Company Limited, as Borrowers, the other Loan Parties party thereto, the financial institutions party thereto as Lenders, and the Assignor, (ii) the First Lien Security and Pledge Agreement dated as of October 16, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security and Pledge Agreement**"), among GP I, FAL, the other grantors referred to therein and the Assignor, (iii) the First Lien Intellectual Property Security Agreement dated as of October 16, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**"), made by FAL, GP I, Flakeboard US GP II and Flakeboard America Funding Corporation, as grantors (the "**Grantors**"), in favor of the Assignor, recorded with the United States Patent and Trademark Office on January 5, 2007, at Reel 3456 and Frame 0017, and with the Canadian Intellectual Property Office, and (iv) the Successor Agent Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Successor Agent Agreement**"), between the Assignor and the Assignee. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the IP Security Agreement.

B. Pursuant to the Security and Pledge Agreement and the IP Security Agreement, the Grantors granted to the Assignor a security interest in all of the Grantors' right, title and interest in, to and under the Collateral.

C. Pursuant to the Successor Agent Agreement, effective as of the date hereof, the Assignor is resigning as First Lien Administrative Agent under the First Lien Credit Agreement and the other Credit Documents, and the Assignee will be the First Lien Administrative Agent under the First Lien Credit Agreement and the other Credit Documents.

D. In connection with the foregoing, the parties hereto desire to enter into this Assignment in order to evidence the Assignor's assignment to the Assignee of all of the Assignor's right, title and interest in, to and under the Collateral, including the Patents and Patent Applications set forth on Schedule A and the Trademarks set forth on Schedule B hereto.

**AGREEMENT**

The Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby assigns to the Assignee, all of the Assignor's right, title and interest in, to and under the Collateral, including, without limitation, the security interest

granted by the Grantors to the Assignor in and to all of the Grantors' right, title and interest in, to and under the Collateral. Such assignment is made without recourse to, or representation or warranty by, the Assignor.

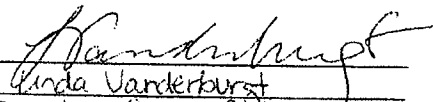
This Assignment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Assignment by telecopy or by sending a scanned copy by electronic mail shall be effective as delivery of a manually executed counterpart of this Assignment.

This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York. Section 11(b) and Section 12 of the Successor Agent Agreement are hereby incorporated by reference herein, *mutatis mutandis*.

[Signature Pages Follow]


IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

ROYAL BANK OF CANADA, as Assignor

By:   
Name: Linda Vanderhurst  
Title: Director, Group Risk Management

[Signature Page to Assignment of First Lien Intellectual Property Security Agreement]

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Assignee

By:   
Name: Christopher Reo Day  
Title: Vice President

By:   
Name: Sanja Gazali  
Title: Associate

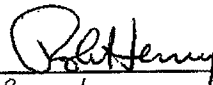
[Signature Page to Assignment of First Lien Intellectual Property Security Agreement]

ACKNOWLEDGEMENT AND CONSENT

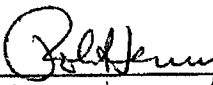
Each of the Grantors hereby acknowledges and consents to the assignment of the IP Security Agreement by the Assignor to the Assignee as contemplated by this Assignment.

DATED as of the 31<sup>st</sup> day of OCTOBER, 2011.

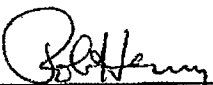
FLAKEBOARD AMERICA LIMITED,  
a Delaware corporation

By:   
Name: Rob Henry  
Title: \_\_\_\_\_

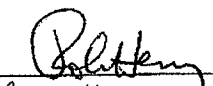
FLAKEBOARD US GP I,  
a Delaware general partnership

By:   
Name: Rob Henry  
Title: \_\_\_\_\_

FLAKEBOARD US GP II,  
a Delaware general partnership

By:   
Name: Rob Henry  
Title: \_\_\_\_\_

FLAKEBOARD AMERICA FUNDING  
CORPORATION,  
a Delaware corporation

By:   
Name: Rob Henry  
Title: \_\_\_\_\_

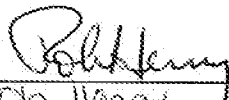
[Signature Page to Assignment of First Lien Intellectual Property Security Agreement]

ACKNOWLEDGEMENT AND CONSENT

Each of the Grantors hereby acknowledges and consents to the assignment of the IP Security Agreement by the Assignor to the Assignee as contemplated by this Assignment.

DATED as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

FLAKEBOARD COMPANY LIMITED,  
a New Brunswick corporation

By:   
Name: Rob Henry  
Title: CFO

[Signature Page to Assignment of First Lien Intellectual Property Security Agreement]



**SCHEDULE A**

***Patents***

<b>Canadian Loan Party</b>	<b>Patent Title</b>	<b>Country</b>	<b>Patent No.</b>	<b>Applic. No</b>
Flakeboard Company Limited	Method and Device for Gluing Dried Fibres Used for Producing Fibre Plates	CAN	CA 2453120	August 9, 2001
Flakeboard Company Limited	Method and Device for Disintegrating Irregularities In Streams of Wood Fibres	CAN	CA 2411051	May 18, 2011

**SCHEDULE B*****Trademarks***

<b>Loan Party</b>	<b>Title</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Applic. No</b>
Flakeboard Company Limited	PASSIONS FOR PANELS	CAN	TMA657,010	1207449
Flakeboard Company Limited	FIBREX	CAN	TMA394,014	676248
Flakeboard Company Limited	FLAKEBOARD & DESIGN	CAN	TMA712,660	1325999
Flakeboard America Limited	FIBERFLOR	CAN	TMA510,595	858904
Flakeboard America Limited	DURAFLAKE	CAN	TMA635,750	1189309
Flakeboard America Limited	ULTRAPINE	CAN	TMA677,539	1190261
Flakeboard America Limited	DuraFlake	US	0715279	
Flakeboard America Limited	Premier	US	1806741	
Flakeboard America Limited	Ultrapine	US	2792186	
Flakeboard America Limited	Fiberflor	US	2294682	