

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
Global Tissue Group, Inc.		06/08/2012	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as Agent
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	3390064	TAD
Registration Number:	3486716	BENTLEY
Registration Number:	2513389	GENTLE ON THE PLANET, ON THE COUNTRY, AND ON YOU
Registration Number:	2462677	LAUREL
Registration Number:	2610286	GLOBAL TISSUE GROUP GTG
Registration Number:	2632423	GTG REGAL
Registration Number:	3294660	COTTON CLUB
Registration Number:	3295044	PEPE
Registration Number:	3260414	SRD
Registration Number:	3772378	REGAL ULTRA
Registration Number:	4059212	SELECT-N-SAVE SUPER ABSORBENT SHEETS
Serial Number:	85246110	G 3 GO GLOBALLY GREEN
Registration Number:	4066281	REGAL

CH \$615.00 3390064

Registration Number:	4129795	DRIMATIC
Serial Number:	85476347	REGIO
Serial Number:	85500100	GAME ON
Serial Number:	85511280	GRIDIRON
Serial Number:	77364616	QUILTY
Serial Number:	85543508	KENSINGTON
Serial Number:	85628938	QUALITY PAPER, GLOBAL POSSIBILITIES
Serial Number:	85556594	TENDERLY
Serial Number:	85556601	KOALATY
Serial Number:	85561317	DREAM SOFT
Serial Number:	85563042	SNEEZEZ

CORRESPONDENCE DATA

Fax Number: 2155572049
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (215) 988-6991
Email: tarbox@blankrome.com
Correspondent Name: Olivia H. Tarbox, Paralegal
Address Line 1: Blank Rome LLP
Address Line 2: One Logan Square - 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-01886
NAME OF SUBMITTER:	Olivia H. Tarbox
Signature:	/Olivia H. Tarbox/
Date:	06/12/2012

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 8th day of June, 2012 by **GLOBAL TISSUE GROUP, INC.**, a New York corporation ("Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), in its capacity as agent ("Agent") for the Lenders.

W I T N E S S E T H

WHEREAS, Grantor and each other Person joined to the Credit Agreement (defined below) as a borrower from time to time, collectively, the "Borrowers", and each a "Borrower" have entered into that certain Revolving Credit, Term Loan and Security Agreement with certain financial institutions party thereto from time to time as lenders (the "Lenders") and with Agent, dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Credit Agreement"), pursuant to which Agent and Lenders provided for the extension of credit to be made to the Borrowers;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers to Agent and Lenders under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized herein but not otherwise defined herein shall have the same meanings ascribed to them in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement, of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and trademark application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future

(a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks listed on Schedule 1 attached hereto constitute all trademarks owned or registered to Grantor as of the date of this Agreement.

4. Covenants. Except as otherwise permitted under the Credit Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interests in the Trademarks without prior written consent of Agent.

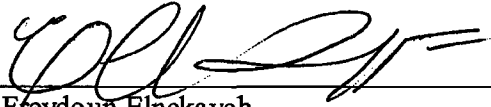
5. Duration and Termination. The pledge and security interest described herein shall continue in effect to secure all Obligations under the Credit Agreement from time to time incurred or arising unless and until such Obligations (other than Inchoate Obligations) have been paid and satisfied in full and all commitments of Agent and the Lenders to make Revolving Advances or any other advances of credit under the Credit Agreement have been terminated (the date on which such conditions have been satisfied being referred to herein as the "Release Date"). To the extent that Agent has not previously taken, acquired, sold, transferred, disposed of or otherwise realized value on the Trademarks in accordance with this Agreement, the lien of Agent shall automatically be released and Secured Party shall execute and deliver to Grantor a satisfaction and release at the Release Date.

6. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GLOBAL TISSUE GROUP, INC.

By: 
Freydoun Elnekaveh
Chief Executive Officer and Vice President

By: 
Philip Shaoul
Vice President

Acknowledged and accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
George Barrow
Senior Vice President

[Signature Page To Trademark Security Agreement]

TRADEMARK
REEL: 004799 FRAME: 0644

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

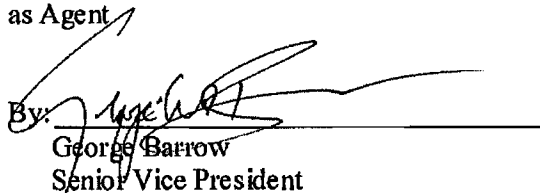
GLOBAL TISSUE GROUP, INC.

By: _____
Freydoun Elnekaveh
Chief Executive Officer and Vice President

By: _____
Philip Shaoul
Vice President

Acknowledged and accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent



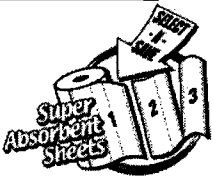

By:  _____
George Barrow
Senior Vice President

[Signature Page To Trademark Security Agreement]

TRADEMARK
REEL: 004799 FRAME: 0645

SCHEDULE 1

TRADEMARK REGISTRATIONS

TRADEMARK	FILING DATE	SERIAL NO.	REG NO.	REG. DATE
TAD	03/24/2006	78/845,866	3,390,064	02/26/2008
BENTLEY	06/07/2006	78/903,071	3,486,716	08/12/2008
GENTLE ON THE PLANET, ON THE COUNTRY, AND ON YOU	01/27/2000	75/904,037	2,513,389	11/27/2001
LAUREL	09/03/1999	75/791,612	2,462,677	06/19/2001
	01/27/2000	75/904,038	2,610,286	08/20/2002
GTG REGAL	01/27/2000	75/904,040	2,632,423	10/08/2002
COTTON CLUB	06/30/2004	78/443,998	3,294,660	09/18/2007
PEPE	08/03/2005	78/684,912	3,295,044	09/28/2007
	02/21/2006	78/819,982	3,260,414	07/10/2007
REGAL ULTRA	05/09/2008	77/470,738	3,772,378	04/06/2010
	03/02/2011	85/255,888	4,059,212	11/22/2011
	02/18/2011	85/246,110		
REGAL	03/07/2011	85/260,021	4,066,281	12/06/2011
REGAL (Canada)	03/06/2012	1567388		
DRIMATIC	05/04/2011	85/312,358	4,129,795	04/17/2012
REGIO	11/18/2011	85/476,347		
GAME ON	12/20/2011	85/500,100		
GRIDIRON	01/08/2012	85/511,280		
QUILTY	01/04/2008	77/364,616		

QUILTY (Canada)	03/06/2012	1567390		
QUILTY (CTM)	03/09/2012	010714137		
QUILTY (Mexico)	03/21/2012	1259838		
KENSINGTON	02/15/2012	85/543,508		
QUALITY PAPER, GLOBAL POSSIBILITIES	05/18/2012	85/628,938		
TENDERLY	2/29/2012	85/556,594		
KOALATY	2/29/2012	85/556,601		
DREAM SOFT	03/06/2012	85/561,317		
SneezEZ	03/07/2012	85/563,042		

POWER OF ATTORNEY

Dated June 8, 2012

GLOBAL TISSUE GROUP, INC., a New York corporation (“Grantor”), hereby authorizes **PNC BANK, NATIONAL ASSOCIATION**, its successors and assigns, and any officer or agent thereof (collectively, “PNC”), as agent for the Lenders (in such capacity, “Agent”) under that certain Revolving Credit, Term Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the “Lenders”) Grantor and each Person joined thereto as a borrower from time to time, collectively, the “Borrowers”, and each a “Borrower”) dated as of the date hereof (as the same may hereafter be amended, modified, restated or replaced from time to time, the “Credit Agreement”), following the occurrence and during the continuance of an Event of Default as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark Security Agreement between Grantor and Agent dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Trademark Security Agreement”), including, without limitation, the power to (a) record its interest in any Trademarks (as defined in the Trademark Security Agreement) or additional trademarks in the United States Patent and Trademark Office or other appropriate governmental office, (b) to execute on behalf of Grantor a supplement to the Trademark Security Agreement, (c) to use the Trademarks in connection with exercising its rights and remedies under the Credit Agreement, including without limitation in connection with the sale of Inventory or Collateral, (d) to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or (e) to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else, in each case subject to the terms of the Trademark Security Agreement and Credit Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Credit Agreement.

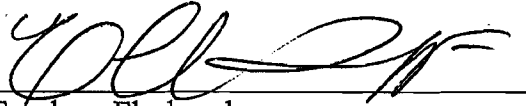
Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark Security Agreement, the Credit Agreement and the Other Documents.


This Power of Attorney shall be irrevocable until all Obligations (other than Inchoate Obligations) have been paid and fully satisfied in full in cash, each Lender’s commitment to make Advances under the Credit Agreement has expired or terminated and the Credit Agreement has been terminated.

(Signature Page Follows)

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

GLOBAL TISSUE GROUP, INC.

By: 
Freydoun Elnekaveh
Chief Executive Officer and Vice President

By: 
Philip Shaoul
Vice President

[Signature Page To Power Of Attorney To Trademark Security Agreement]

TRADEMARK
REEL: 004799 FRAME: 0649

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF *Suffolk* :

On this 8th of June, 2012, before me personally appeared Freydoun Elnekaveh to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Global Tissue Group, Inc., a New York corporation, that he signed the Power of Attorney pursuant to the authority vested in him by law; that the within Power of Attorney is the voluntary act of such company; and he desires the same to be recorded as such.

Jeanette K. Tavers
Notary Public

My Commission Expires *08/09/12*

JEANETTE K. TAUVERS
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01TA6113977
QUALIFIED IN SUFFOLK COUNTY
COMMISSION EXPIRES AUGUST 9, 20 *12*

UNITED STATES OF AMERICA :
STATE OF : SS
COUNTY OF *Suffolk* :

On this 8th of June, 2012, before me personally appeared Philip Shaoul to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Global Tissue Group, Inc., a New York corporation, that he signed the Power of Attorney pursuant to the authority vested in him by law; that the within Power of Attorney is the voluntary act of such company; and he desires the same to be recorded as such.

Jeanette K. Tavers
Notary Public

My Commission Expires *08/09/12*

JEANETTE K. TAUVERS
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01TA6113977
QUALIFIED IN SUFFOLK COUNTY
COMMISSION EXPIRES AUGUST 9, 20 *12*

[Notary Page To Power Of Attorney To Trademark Security Agreement]