

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Collateral Assignment and Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATLAS PAPER MILLS, LLC		06/14/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	ADVANTAGE CAPITAL COMMUNITY DEVELOPMENT FUND XXVIII, L.L.C.
Street Address:	174 W. Comstock Avenue
Internal Address:	Suite 209
City:	Winter Park
State/Country:	FLORIDA
Postal Code:	32789
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	77769226	ATLAS PAPER MILLS
Serial Number:	77674893	ATLAS PAPER MILLS
Serial Number:	77641986	BORN GREEN
Serial Number:	76593335	BUNNY SOFT
Serial Number:	74127415	EVERSOFT
Serial Number:	77978897	GREEN HERITAGE
Serial Number:	77500758	HARMONY
Serial Number:	77497595	HARMONY
Serial Number:	85535484	NATURAL HARMONY
Serial Number:	77979534	NATURAL HARMONY
Serial Number:	85418907	STELLA
Serial Number:	77014314	ULTRATEX
Serial Number:	77674863	WE HAVEN'T GONE GREEN. WE WERE BORN GREEN.

TRADEMARK

CH \$340.00 77769226

CORRESPONDENCE DATA

Fax Number: 3146673633

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 3145526000

Email: ipdocket@thompsoncoburn.com

Correspondent Name: Jennifer A. Visintine

Address Line 1: 1 US Bank Plaza

Address Line 2: Thompson Coburn LLP

Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	43238-104611
NAME OF SUBMITTER:	Jennifer A. Visintine
Signature:	/JAV/
Date:	07/18/2012

Total Attachments: 18

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THIS AGREEMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AND INTERCREDITOR AGREEMENT (“INTERCREDITOR AGREEMENT”) DATED AS OF JUNE 14, 2012, AMONG ADVANTAGE CAPITAL COMMUNITY DEVELOPMENT FUND XXVIII, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY (“SUBORDINATED CREDITOR”), TD BANK, N.A. (“SENIOR CREDITOR”), ATLAS PAPER MILLS, LLC AND ATLAS PAPER MANAGEMENT, LLC, WHICH INTERCREDITOR AGREEMENT IS INCORPORATED HEREIN BY REFERENCE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, (I) NO PAYMENT ON ACCOUNT OF PRINCIPAL, INTEREST, FEES OR OTHER AMOUNTS SHALL BECOME DUE OR BE PAID EXCEPT IN ACCORDANCE WITH THE TERMS OF THE INTERCREDITOR AGREEMENT, AND (II) ANY SECURITY INTEREST, LIEN, PLEDGE OR ENCUMBRANCE GRANTED TO SUBORDINATED CREDITOR SHALL BE, UNLESS OTHERWISE EXPRESSLY SET FORTH IN THE INTERCREDITOR AGREEMENT, SUBORDINATE TO THE SECURITY INTEREST, LIEN, PLEDGE, OR ENCUMBRANCE GRANTED TO SENIOR CREDITOR AND SHALL BE ENFORCEABLE ONLY IN ACCORDANCE WITH THE TERMS OF THE INTERCREDITOR AGREEMENT.

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (“Agreement”), dated June 14, 2012, is by and between ATLAS PAPER MILLS, LLC, a Delaware limited liability company (“Debtor”), with its chief executive office at 3301 NW 107th Street, Miami, Florida 33167, and ADVANTAGE CAPITAL COMMUNITY DEVELOPMENT FUND XXVIII, L.L.C., a Delaware limited liability company (“Secured Party”), having an office at 174 W. Comstock Avenue, Suite 209, Winter Park, Florida 32789.

WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, Secured Party has entered or is about to enter into financing arrangements pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Debtor as set forth in the Loan and Security Agreement, dated of even date herewith, by and between Secured Party, Debtor and certain of its affiliates and subsidiaries (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the “Loan Agreement”) and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the “Loan Documents”); and

WHEREAS, in order to induce Secured Party to enter into the Loan Agreement and the other Loan Documents and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

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

1. Grant of Security Interest. As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as defined in the Loan Agreement), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks, (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. Obligations Secured. The security interest, lien and other interests granted to Secured Party, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Obligations.

3. Representations, Warranties and Covenants. Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the United States Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder. Secured Party shall not use any such Special Power of Attorney unless an Event of Default has occurred and is continuing, and such Special Power of Attorney shall be subject to Senior Creditor's rights under the Intercreditor Agreement.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, unless Debtor has given Secured Party thirty (30) days prior written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States of America, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Subject to Senior Creditor's rights and priority under the Intercreditor Agreement, upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby any of the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to any of the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability or opposition, interference, and cancellation proceedings.

(k) No material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. There has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any material use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's reasonable discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party for any and all reasonable expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Documents and shall be part of the Obligations secured hereby.

4. Rights and Remedies. At any time an Event of Default (as defined in the Loan Agreement) exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Loan Documents, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) All of Secured Party's rights and remedies, whether provided under this Agreement, the other Loan Documents, applicable law, or otherwise, shall be cumulative and not exclusive and shall be enforceable alternatively, successively, or concurrently as Secured Party may deem expedient. No failure or delay on the part of Secured Party in exercising any of its options, power or rights or partial or single exercise thereof, shall constitute a waiver of such option, power or right.

5. Jury Trial Waiver; Other Waivers and Consents; Governing Law.

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of Florida.

(b) Debtor irrevocably consents and submits to the non-exclusive jurisdiction of the federal and state courts sitting in Orange County, Florida, whichever Secured Party may elect, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Loan Documents or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or any of the other Loan Documents or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct by Secured Party. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement.

6. Miscellaneous.

(a) All notices, requests and demands to or upon the respective parties hereto shall be in writing and shall be deemed to have been duly given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by registered or certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: Atlas Paper Mills, LLC
3301 NW 107th Street
Miami, Florida 33167
Attention: David Mayer
Telephone No.: (305) 636-6740
Telecopy No.: (305) 685-6714

If to Secured Party: Advantage Capital Community Development
Fund XXVIII, L.L.C.
174 W. Comstock Avenue, Suite 209
Winter Park, Florida 32789
Attention: Philip E. Marshall
Telecopy No.: (407) 740-8091

With a copy to: Thompson Coburn LLP
One US Bank Plaza
St. Louis, Missouri 63101
Attention: Jarrod H. Sharp
Telecopy No.: (314) 552-7516

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor and Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 6(e) hereof. All references to the term "Person" or "Persons" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency, instrumentality or political subdivision thereof.

(c) This Agreement, the other Loan Documents and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their respective rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be

enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of any such agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

ATLAS PAPER MILLS, LLC

By: 
Name: Michael L. ~~Chahut~~ *Schmidle*
Title Manager

ADVANTAGE CAPITAL COMMUNITY
DEVELOPMENT FUND XXVIII, L.L.C., a
Delaware limited liability company

By: Advantage Capital Community Development Fund,
L.L.C., a Delaware limited liability company, its
Managing Member

By: _____
Philip E. Marshall, Authorized Officer

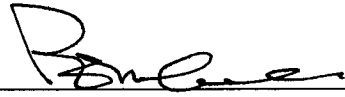
IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

ATLAS PAPER MILLS, LLC

By: _____
Name: Michael J. Chalhub
Title Manager

ADVANTAGE CAPITAL COMMUNITY
DEVELOPMENT FUND XXVIII, L.L.C., a
Delaware limited liability company

By: Advantage Capital Community Development Fund,
L.L.C., a Delaware limited liability company, its
Managing Member

By:  _____
Philip E. Marshall, Authorized Officer

[Signature Page to Trademark Security Agreement]

**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

Atlas Paper Mills, LLC
Complete Active Trademarks Inventory Report by
Mark/Country

<i>Country</i>	<i>Mark</i>	<i>Status</i>	<i>Application Number</i>	<i>Application Date</i>	<i>Registration Number</i>	<i>Registration Date</i>	<i>Next Due Date</i>	<i>Comments on Next Due Date</i>
USA	ATLAS PAPER MILLS	Registered	77/769,226	6/26/2009	3,798,602	6/8/2010	6/8/2016	Sections 8 & 15 Declaration of Use Due
0029 00 000								
		<i>Goods and Services:</i>						Facial tissues; bathroom tissue; paper towels; paper napkins, in Class 16.
		<i>Comments</i>						
USA	ATLAS PAPER MILLS & Design	Registered	77/674,893	2/20/2009	3,682,676	9/15/2009	9/15/2015	Sections 8 & 15 Declaration of Use Due
0020 00 000								
		<i>Goods and Services:</i>						Facial tissues; bathroom tissue; paper towels; paper napkins, in Class 16.
		<i>Comments</i>						
USA	BORN GREEN	Registered	77/641,986	12/31/2008	3,850,847	9/21/2010	9/21/2016	Sections 8 & 15 Declaration of Use Due
0019 00 000								
		<i>Goods and Services:</i>						Facial tissues; bathroom tissue; paper towels, in Class 16.
		<i>Comments</i>						

Country	Mark	Status	Application Number	Application Date	Registration Number	Registration Date	Next Due Date	Comments on Next Due Date
USA	BUNNY SOFT	Registered	76/593,335	5/20/2004	3,130,323	8/15/2006	8/15/2016	Renewal Due
	<i>Goods and Services:</i> Paper products, namely, paper tissues, toilet paper, in Class 16.							
	<i>Comments:</i> Declaration of Use accepted and acknowledged.							
USA	EVERSOFT	Registered	74/127,415	1/21/1991	1,711,603	9/1/1992	9/1/2022	Renewal Due
0001	00000							
	<i>Goods and Services:</i> Toilet paper, in Class 16.							
	<i>Comments:</i> Registration renewed in 2002. Registration renewed in 2012.							
USA	GREEN HERITAGE	Registered	77/978,897	12/31/2008	3,773,509	4/6/2010	4/6/2016	Sections 8 & 15 Declaration of Use Due
0023	01000							
	<i>Goods and Services:</i> Facial tissues, bathroom tissue, paper towels, in Class 16.							
	<i>Comments:</i>							
USA	HARMONY	Registered	77/500,758	6/17/2008	3,582,750	3/3/2009	3/3/2015	Sections 8 & 15 Declaration of Use Due
0017	00 000							
	<i>Goods and Services:</i> Facial tissues, bathroom tissue, and paper towels, in Class 16.							
	<i>Comments:</i>							

Country	Mark	Status	Application Number	Application Date	Registration Number	Registration Date	Next Due Date	Comments on Next Due Date
Florida	HARMONY & Design	Registered			T00000000251	2/29/2000	2/28/2015	Renewal Due
	<i>Goods and Services:</i>							Facial and toilet tissue, in Class 16.
	<i>Comments</i>							Registration renewed in 10/2009.
USA	HARMONY & Design	Registered	77/497,595	6/12/2008	3,582,729	3/3/2009	3/3/2015	Sections 8 & 15 Declaration of Use Due
	<i>Goods and Services:</i>							Facial tissues, bathroom tissue, and paper towels, in Class 16.
	<i>Comments</i>							
USA	NATURAL HARMONY	Pending	85/535,484	2/7/2012				
	<i>Goods and Services:</i>							Facial tissues and paper towels, in Class 16.
	<i>Comments</i>							Examiner's Amendment issued 5/18/2012.
USA	NATURAL HARMONY	Registered	77/979,534	7/23/2008	3,808,548	6/22/2010	6/22/2016	Sections 8 & 15 Declaration of Use Due
	<i>Goods and Services:</i>							Bathroom tissue, in Class 16.
	<i>Comments</i>							

Country	Mark	Status	Application Number	Application Date	Registration Number	Registration Date	Next Due Date	Comments on Next Due Date
USA	STELLA	Pending	85/418,907	9/9/2011			10/17/2012	Statement of Use Due
		<i>Goods and Services:</i> Bathroom tissue, in Class 16.						
		<i>Comments</i> Notice of Allowance issued 4/17/2012.						
USA	ULTRATEX	Registered	77/014,314	10/5/2006	3,271,181	7/31/2007	7/31/2013	Sections 8 & 15 Declaration of Use Due
		<i>Goods and Services:</i> Tissue paper; toilet paper, in Class 16.						
		<i>Comments</i>						
USA	WE HAVEN'T GONE GREEN. WE WERE BORN GREEN.	Registered	77/674,863	2/20/2009	3,679,332	9/8/2009	9/8/2015	Sections 8 & 15 Declaration of Use Due
		<i>Goods and Services:</i> Facial tissues; bathroom tissue; paper towels; paper napkins, in Class 16.						
		<i>Comments</i>						
0018								

**EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LIST OF LICENSES

Non-exclusive license created pursuant to that certain General Advertising Release and Non-Exclusive License, dated August 24, 2010, by Debtor and Guarantor in favor of Senior Creditor.

