

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |   |
|------------------------------|---|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT  |
| <b>NATURE OF CONVEYANCE:</b> | Release Of Security Interest In Intellectual Property |

**CONVEYING PARTY DATA**

| Name   | Formerly                                  | Execution Date | Entity Type  |
|--|---|----------------|--------------|
| CIBC Asset-Based Lending Inc., as Collateral Agent | FORMERLY CIT Business Credit Canada, Inc. | 08/02/2012     | CORPORATION: |

**RECEIVING PARTY DATA**

|                          |                              |
|--------------------------|------------------------------|
| <b>Name:</b>             | Tembec Industries Inc.       |
| <b>Street Address:</b>   | 800 Rene-Levesque Blvd. West |
| <b>Internal Address:</b> | Suite 1050                   |
| <b>City:</b>             | Montreal                     |
| <b>State/Country:</b>    | QUEBEC                       |
| <b>Postal Code:</b>      | H3B 1X9                      |
| <b>Entity Type:</b>      | CORPORATION: QUEBEC          |

**PROPERTY NUMBERS Total: 5**

| Property Type        | Number   | Word Mark                             |
|----------------------|----------|---------------------------------------|
| Registration Number: | 3700661  | TEMPRO                                |
| Registration Number: | 3438867  | TEMPRO FJ                             |
| Registration Number: | 3018578  | MUSKOKA PREFINISHED HARDWOOD FLOORING |
| Serial Number:       | 78701526 | SELECTBEAM                            |
| Serial Number:       | 78701633 | TEMBEAM                               |

**CORRESPONDENCE DATA**

Fax Number: 2123548113  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 212 819-8200  
 Email: iprecordations@whitecase.com  
 Correspondent Name: Matthew Campion/White & Case LLP  
 Address Line 1: 1155 Avenue of the Americas  
 Address Line 2: Patent & Trademark Dept.

OP \$140.00 3700661

Address Line 4: New York, NEW YORK 10036

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Matthew Campion

Signature:

/Matthew Campion/

Date:

08/17/2012

Total Attachments: 6

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**RELEASE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY**

This release of security interest in intellectual property (this "Release"), effective as of August 2, 2012, is granted by CIBC Asset-Based Lending Inc. (formerly CIT Business Credit Canada Inc.) as the collateral agent (the "Collateral Agent") for and on behalf of the Secured Creditors (as defined in the Security Agreement defined below) and the Lenders (as defined in the IP Security Agreement defined below) to Tembec Industries Inc. ("Grantor"), as follows:

W I T N E S S E T H:

WHEREAS, Tembec, Tembec, Inc., Tembec Enterprises Inc. and Grantor previously entered into the Second Amended and Restated Loan Agreement, dated as of February 29, 2008 (as amended, restated, supplemented or otherwise modified as of March 4, 2011, the "Loan Agreement");

WHEREAS, Grantor previously entered into the Security Agreement, dated as of March 7, 2008 (as amended, restated, supplemented or otherwise modified as of March 4, 2011, the "Security Agreement") and the Intellectual Property Security Agreement, dated as of April 24, 2008 (as amended, restated, supplemented or otherwise modified as of March 4, 2011, the "IP Security Agreement"), each with the Collateral Agent;

WHEREAS, Grantor has fully performed and discharged all of its obligations under the Loan Agreement, the Security Agreement and the IP Security Agreement;

WHEREAS, under the Security Agreement and the IP Security Agreement, Grantor granted to the Collateral Agent a security interest in all of Grantor's right, title and interest in and to (i) all patents and patent applications, including those set forth on Schedule A hereto ("Patents"); (ii) all trademarks and service marks, including the registrations set forth on

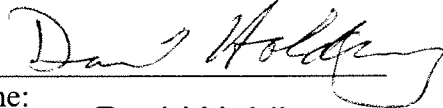
Schedule B hereto ("Trademarks"), together with the goodwill symbolized thereby; (iii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor 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; (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 (as defined in the IP Security Agreement) of or arising from any of the foregoing; and (vi) all other Intellectual Property (as defined in the Security Agreement) and Collateral (as defined in the Security Agreement) relating to Intellectual Property (as defined in the Security Agreement) (collectively, the "Intellectual Property Collateral"), which security interest was recorded on July 23, 2008, at Patent Reel 021281, Frame 0323 and on July 23, 2008, at Trademark Reel 3821, Frame 0397, each in the United States Patent and Trademark Office; and

WHEREAS, the Collateral Agent, on behalf of itself and the Secured Creditors (as defined in the Security Agreement) and the Lenders (as defined in the IP Security Agreement), wishes to release and restore all right, title and interest in and to the Intellectual Property Collateral to Grantor and to dissolve any and all liens and encumbrances respecting the Intellectual Property Collateral, including the Security Interest (as defined in the Security Agreement), under the Security Agreement and the IP License Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent (on behalf of itself, the Secured Creditors (as defined in the Security Agreement) and the Lenders (as defined in the IP Security

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed as of the date first written above.

CIBC ASSET-BASED LENDING INC.  
(FORMERLY CIT BUSINESS CREDIT  
CANADA INC.)  
as Collateral Agent

By   
Name: \_\_\_\_\_  
Title: **David Holding**  
**Authorized Signatory**

Agreement)) hereby releases, discharges, quit claims, and relinquishes unto Grantor any and all right, title, and interest in and to the Intellectual Property Collateral.

*[Faint, illegible text]*

**Schedule A – Patents**

| <b><u>Patent</u></b>           | <b><u>Reg. No. / App. No.</u></b> | <b><u>Issue Date / Filing Date</u></b> | <b><u>Security Interest Reel / Frame</u></b> |
|--------------------------------|-----------------------------------|--|--|
| Luber Unscrambler and Conveyor | 7131527                           | 11/7/2006                              | 021281/0323                                  |

**Schedule B – Trademarks**

| <b><u>Trademark</u></b>                  | <b><u>Reg. No. / Ser. No.</u></b> | <b><u>Reg. Date / Filing Date</u></b> | <b><u>Security Interest Reel / Frame</u></b> |
|--|-----------------------------------|---------------------------------------|--|
| TEMPRO                                   | 3700661                           | 10/27/2009                            | 3821/0397                                    |
| TEMPRO FJ                                | 3438867                           | 6/3/2008                              | 3821/0397                                    |
| MUSKOKA PREFINISHED<br>HARDWOOD FLOORING | 3018578                           | 11/22/2005                            | 3821/0397                                    |
| SELECTBEAM                               | 78701526                          | 8/26/2005                             | 3821/0397                                    |
| TEMBEAM                                  | 78701633                          | 8/26/2005                             | 3821/0397                                    |