

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SP FIBER TECHNOLOGIES, LLC		09/10/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT		
Street Address:	401 MERRITT 7, 2ND FLOOR		
City:	NORWALK		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2603545	SP NEWSPRINT SALES COMPANY	
Registration Number:	2622969	SP	
Registration Number:	2549125	SP RECYCLING CORP.	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	034784-0149		
NAME OF SUBMITTER:	KRISTIN J AZCONA		

Signature:	/KJA/
Date:	09/10/2012
Total Attachments: 7 source=SP Fiber 2L TM Security (2)#page1.tif source=SP Fiber 2L TM Security (2)#page2.tif source=SP Fiber 2L TM Security (2)#page3.tif source=SP Fiber 2L TM Security (2)#page4.tif source=SP Fiber 2L TM Security (2)#page5.tif source=SP Fiber 2L TM Security (2)#page6.tif source=SP Fiber 2L TM Security (2)#page7.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 10, 2012 (this "Agreement"), is made by the entity listed on the signature page hereof (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and each other Secured Party (each, as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of September 10, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Lenders and GE Capital, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to the Second Lien Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Intercreditor Agreement.

(a) Notwithstanding anything herein to the contrary, it is the understanding of the parties that the security interest in the Copyright Collateral granted pursuant to this Agreement shall, prior to the Discharge of First Lien Obligations, be subject and subordinated to the First Priority Liens granted to the First Lien Administrative Agent for the benefit of First Lien Secured Parties to secure the First Lien Obligations (as defined in the Intercreditor Agreement) pursuant to the First Lien Guaranty and Security Agreement.

(b) In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control. Notwithstanding anything to the contrary herein, the Administrative Agent acknowledges and agrees that no Grantor shall be required to take or refrain from taking any action at the request of the Administrative Agent with respect to the Copyright Collateral if such action or inaction would be inconsistent with the terms of the Intercreditor Agreement. Nothing contained in the Intercreditor Agreement shall be deemed to modify any of the provisions of this Agreement, which, as among the Grantors and the Administrative Agent, shall remain in full force and effect in accordance with its terms.

Section 4. Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 5. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or Electronic Transmission shall be effective as delivery of a manually executed counterpart hereof.

Section 7. Severability. Any provision of this Agreement being held illegal, invalid or unenforceable in any jurisdiction shall not affect any part of such provision not held illegal,

invalid or unenforceable, any other provision of this Agreement or any part of such provision in any other jurisdiction.

Section 8. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SP FIBER TECHNOLOGIES, LLC,
as Grantor

By: 

Name: Jay Guarandiano

Title: President and Secretary

SP FIBER TECHNOLOGIES, LLC
SECOND LIEN TRADEMARK SECURITY AGREEMENT

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ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: James H. Kaufman

Name:

Title:

James H. Kaufman
Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of September, 2012, before me personally appeared Jay Gurandiano, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SP FIBER TECHNOLOGIES, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public

SP FIBER TECHNOLOGIES, LLC
SECOND LIEN TRADEMARK SECURITY AGREEMENT

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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

Trademarks	Owner	Serial/ Registration No.	Filing/ Registration Date	Jurisdiction
SP Newsprint Sales Co.	SP Fiber Technologies, LLC	2603545	08/06/02	United States
SP Newsprint Co.	SP Fiber Technologies, LLC	2622969	09/24/02	United States
SPRC	SP Fiber Technologies, LLC	2549125	03/19/02	United States

B. TRADEMARK APPLICATIONS

None.

C. IP LICENSES

None.