

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
FiberMark North America, Inc.		12/07/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	4000346	CANTON COVER
Registration Number:	3475777	CIMARRON BONDED LEATHER
Registration Number:	3797262	DIGIFLEX
Registration Number:	3429650	DORSET
Registration Number:	3935067	ECOREL
Registration Number:	3502811	EVIVA
Registration Number:	4200094	FIBERTAG
Registration Number:	3868615	FLASHE BY SKIVERTEX
Registration Number:	4200061	GREEN STEAM
Registration Number:	3800639	KENSINGTON
Registration Number:	4161250	MULTICOLOR
Registration Number:	3603527	NATURALLY CREATIVE
Registration Number:	3931849	NEXXOT
Registration Number:	4088950	NUVOLUXE

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Registration Number:	4203690	NUVOPRINT
Registration Number:	3358794	PELLAQ
Registration Number:	3941332	PELLAQ SNAKESKIN
Registration Number:	3471829	PERMACOTE
Registration Number:	3471832	PERMACOLOR
Registration Number:	3471826	PERMALEX
Registration Number:	3412523	REPRISE
Registration Number:	3355934	SABER
Registration Number:	3951532	SENZO
Registration Number:	3553534	SKIVERTEX RECOVER
Registration Number:	3872464	SPRINGFIELD COVER

CORRESPONDENCE DATA

Fax Number: 3125774688
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (312)577-8416
Email: carole.dobbins@kattenlaw.com
Correspondent Name: Carole Dobbins c/o Katten Muchin
Address Line 1: 525 W. Monroe St.
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-00565
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	12/07/2012

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 7, 2012, is made by FiberMark North America, Inc. (“Grantor”), in favor of General Electric Capital Corporation (“GE Capital”), as agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of December 7, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, the Borrower Representative, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty, Pledge and Security Agreement, dated as of the Original Closing Date in favor of the 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 of each Borrower; and

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

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the 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 Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 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 1 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. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the 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 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, 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 5. Counterparts. This Trademark Security 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.

Section 6. Governing Law. This Trademark Security 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, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

FIBERMARK NORTH AMERICA, INC., a
Delaware corporation, as Grantor

By:



Name: Craig Thiel

Title: Senior Vice President and Chief
Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____

Name:

Title:

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

Very truly yours,

FIBERMARK NORTH AMERICA, INC., a
Delaware corporation, as Grantor


By: _____

Name: Craig Thiel

Title: Senior Vice President and Chief
Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 

Name:

Kevin Marchetti

Title:

Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Jurisdiction	Mark	Reg.No.	Reg. Date	Record Owner
United States	CANTON COVER	4,000,346	7/26/11	FiberMark North America, Inc.
United States	CIMARRON BONDED LEATHER	3,475,777	7/29/08	FiberMark North America, Inc.
United States	DIGIFLEX	3,797,262	6/1/10	FiberMark North America, Inc.
United States	DORSET	3,429,650	5/20/08	FiberMark North America, Inc.
United States	ECOREL	3,935,067	3/22/11	FiberMark North America, Inc.
United States	EVIVA	3,502,811	9/16/08	FiberMark North America, Inc.
United States	FIBERTAG	4,200,094	8/28/12	FiberMark North America, Inc.
United States	FLASHE BY SKIVERTEX	3,868,615	10/26/10	FiberMark North America, Inc.
United States	GREEN STEAM	4,200,061	8/28/12	FiberMark North America, Inc.
United States	KENSINGTON	3,800,639	6/8/10	FiberMark North America, Inc.
United States	MULTICOLOR	4,161,250	6/19/12	FiberMark North America, Inc.
United States	NATURALLY CREATIVE	3,603,527	4/7/09	FiberMark North America, Inc.
United States	NEXXOT	3,931,849	3/15/11	FiberMark North America, Inc.
United States	NUVOLUXE	4,088,950	1/17/12	FiberMark North America, Inc.
United States	NUVOPRINT	4,203,690	9/4/12	FiberMark North America, Inc.
United States	PELLAQ	3,358,794	12/25/07	FiberMark North America, Inc.
United States	PELLAQ SNAKESKIN	3,941,332	4/5/11	FiberMark North America, Inc.
United States	PERMACOTE	3,471,829	7/22/08	FiberMark North America, Inc.
United States	PERMACOLOR	3,471,832	7/22/08	FiberMark North America, Inc.
United States	PERMALEX	3,471,826	7/22/08	FiberMark North America, Inc.
United States	REPRISE	3,412,523	4/15/08	FiberMark North America, Inc.
United States	SABER	3,355,934	12/18/07	FiberMark North America, Inc.
United States	SENZO	3,951,532	4/26/11	FiberMark North America, Inc.
United States	SKIVERTEX RECOVER	3,553,534	12/30/08	FiberMark North America, Inc.
United States	SPRINGFIELD COVER	3,872,464	11/9/10	FiberMark North America, Inc.

TRADEMARK APPLICATIONS

Jurisdiction	Mark	App. No.	App. Date	Record Owner
United States	ARTISTA	85557130	3/1/12	FiberMark North America, Inc.
United States	CITYLIGHT	85752852	10/12/12	FiberMark North America, Inc.
United States	CONCERTO	85452829	10/21/11	FiberMark North America, Inc.

Jurisdiction	Mark	App. No.	App. Date	Record Owner
United States	DIGISCAPE	85557169	3/1/12	FiberMark North America, Inc.
United States	DUOBOARD	85557179	3/1/12	FiberMark North America, Inc.
United States	FIBERCARD	85115425	8/25/10	FiberMark North America, Inc.
United States	FLEXART	85557156	3/1/12	FiberMark North America, Inc.
United States	LACREMA	85651448	6/14/12	FiberMark North America, Inc.
United States	TERRASETTE	85642195	6/4/12	FiberMark North America, Inc.

IP LICENSES

None.