

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Black Diamond Commercial Finance, L.L.C.		11/01/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Flakeboard America Limited		
Street Address:	515 River Crossing Drive		
Internal Address:	Suite 110		
City:	Fort Mill		
State/Country:	SOUTH CAROLINA		
Postal Code:	29715		
Entity Type:	CORPORATION: DELAWARE		
Name:	Flakeboard US GP I		
Street Address:	515 River Crossing Drive		
Internal Address:	Suite 110		
City:	Fort Mill		
State/Country:	SOUTH CAROLINA		
Postal Code:	29715		
Entity Type:	General Partnership: DELAWARE		
Name:	Flakeboard US GP II		
Street Address:	515 River Crossing Drive		
Internal Address:	Suite 110		
City:	Fort Mill		
State/Country:	SOUTH CAROLINA		
Postal Code:	29715		
Entity Type:	General Partnership: DELAWARE		
Name:	Flakeboard America Funding Corporation		

Street Address:	515 River Crossing Drive
Internal Address:	Suite 110
City:	Fort Mill
State/Country:	SOUTH CAROLINA
Postal Code:	29715
Entity Type:	CORPORATION: DELAWARE

Name:	Flakeboard Company Limited
Street Address:	80 Tiverton Court
Internal Address:	Suite 701
City:	Markham, Ontario
State/Country:	CANADA
Postal Code:	L3R 0G4
Entity Type:	CORPORATION: NEW BRUNSWICK

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2596431	FIBREX
Registration Number:	3200046	PASSION FOR PANELS
Registration Number:	3503514	F FLAKEBOARD
Registration Number:	715279	DURAFLAKE
Registration Number:	1806741	PREMIER
Registration Number:	2294682	FIBERFLOR
Registration Number:	2792186	ULTRAPINE

CORRESPONDENCE DATA

Fax Number: 9177777373

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

Phone: 212-735-3000

Email: andrew.patrick@skadden.com

Correspondent Name: Skadden Arps Slate Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Attn: Ken Kumayama, Esq.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	132250/1
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DOMESTIC REPRESENTATIVE

Name:

TRADEMARK
REEL: 004930 FRAME: 0975

Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Ken Kumayama

Signature:

/Ken Kumayama/

Date:

12/28/2012

Total Attachments: 7

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**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL** (this “**Release**”), dated as of November 1, 2012, is made by BLACK DIAMOND COMMERCIAL FINANCE, L.L.C., as Second Lien Administrative Agent (the “**Second Lien Administrative Agent**”), in favor of FLAKEBOARD AMERICA LIMITED, a Delaware corporation, FLAKEBOARD COMPANY LIMITED, a New Brunswick corporation, FLAKEBOARD US GP I, a Delaware general partnership, FLAKEBOARD US GP II, a Delaware general partnership, and FLAKEBOARD AMERICA FUNDING CORPORATION, a Delaware corporation (the “**Grantors**”).

WHEREAS, pursuant to that certain Amended and Restated Second Lien Credit Agreement dated as of October 31, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Second Lien Credit Agreement**”), among Flakeboard US GP I, a Delaware general partnership, certain of its affiliates, as Loan Parties thereto, and the Lenders made loans and other financial accommodations to the Borrowers;

WHEREAS, in connection with the Second Lien Credit Agreement, and pursuant to those certain agreements described on Annex I attached hereto (collectively, the “**Security Agreements**”), the Grantors granted security interests in certain intellectual property of the Grantors including, without limitation, those listed on Annex I attached hereto (collectively, the “**Intellectual Property Collateral**”);

WHEREAS, the Security Agreements and related agreements were recorded in the U.S. Patent and Trademark Office (“**PTO**”) on the dates and on the reels and frames set forth on Annex I hereto; and

WHEREAS, all Guaranteed Obligations under the Second Lien Credit Agreement have been repaid and discharged, the Borrowers have informed the Second Lien Administrative Agent of their desire to obtain the release of all right, title and interest of the Second Lien Administrative Agent and the Guaranteed Parties in and to the Intellectual Property Collateral granted under the Security Agreements, and the Second Lien Administrative Agent desires to release its security interests in the Intellectual Property Collateral and to record this Release with the PTO.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

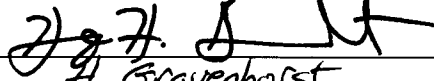
1. Release of Lien. The Second Lien Administrative Agent hereby releases, terminates and discharges, without representation, recourse or warranty whatsoever, all of its security interests in the Intellectual Property Collateral, and the Second Lien Administrative Agent hereby reassigns any and all such right, title and interest (if any) that the Second Lien Administrative Agent may have in the Intellectual Property Collateral to the Grantors.
2. Definitions. Capitalized terms defined in the Second Lien Credit Agreement and not otherwise defined herein are used herein as defined in the Second Lien Credit Agreement.
3. Further Assurances. This Release may be recorded by the Grantors with the PTO. The Second Lien Administrative Agent also agrees, if reasonably requested by any Grantor and solely at the Grantors’ expense, to execute any other documents reasonably necessary to effect the intent and purpose of this Release.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Second Lien Administrative Agent has executed this Release as of the date first above written.

**BLACK DIAMOND COMMERCIAL FINANCE,
L.L.C.**, as Second Lien Administrative Agent

By: 
Name: H. Gravenhorst
Title: M.D.

ANNEX I

Second Lien Supplemental Intellectual Property Security Agreement dated as of June 4, 2008, by Flakeboard Company Limited in favor of Black Diamond Commercial Finance, L.L.C., as Second Lien Administrative Agent, recorded with the PTO on June 30, 2008 at Reel/Frame No. 3806/0209.

Trademark	Jurisdiction	Registration Number
FIBREX	USA	2,596,431
PASSIONS FOR PANELS	USA	3,200,046
F FLAKEBOARD	USA	3,503,514

Second Lien Canadian Intellectual Property Security Agreement dated as of October 31, 2011, by Flakeboard Company Limited in favor of Black Diamond Commercial Finance, L.L.C., as Second Lien Administrative Agent, recorded with the PTO on November 8, 2011 at Reel/Frame No. 4656/0724.

Patent	Jurisdiction	Registration Number
Process and Device for Disintegrating Irregularities in Flow Wood Fibres	USA	6,902,124

Trademark	Jurisdiction	Registration Number
FIBREX	USA	2,596,431
PASSIONS FOR PANELS	USA	3,200,046
F FLAKEBOARD	USA	3,503,514

Second Lien Intellectual Property Security Agreement dated as of October 16, 2006, by Flakeboard America Limited in favor of Royal Bank of Canada, as Second Lien Administrative Agent, recorded with the PTO on January 5, 2007 at Real/Frame No. 3456/0053, assigned to Black Diamond Commercial Finance, L.L.C. pursuant to that certain Assignment of Second Lien Intellectual Property Security Agreement dated as of June 4, 2008, by and between Royal Bank of Canada and Black Diamond Commercial Finance, L.L.C., as successor Second Lien Administrative Agent, recorded with the PTO on June 6, 2008 at Reel/Frame No. 3791/0796, and ratified, reaffirmed and restated pursuant to that certain Amended and Restated Second Lien Intellectual Property Security Agreement dated as of October 31, 2011, by Flakeboard America Limited in favor of Black Diamond Commercial Finance, L.L.C., as Second Lien Administrative Agent, recorded with the PTO on November 8, 2011 at Reel/Frame No. 4656/0735.

Trademark	Jurisdiction	Registration Number
DURAFLAKE	USA	715,279
PREMIER	USA	1,806,741
FIBERFLOR	USA	2,294,682
ULTRAPINE	USA	2,792,186

Amended and Restated Second Lien Intellectual Property Security Agreement dated as of October 31, 2011, by Flakeboard America Limited in favor of Black Diamond Commercial Finance, L.L.C., as Second Lien Administrative Agent, was recorded with the U.S. Patent and Trademark Office on November 8, 2011 at Reel/Frame No. 4656/0735.

Trademark	Jurisdiction	Registration Number
DURAFLAKE	USA	715,279
PREMIER	USA	1,806,741
FIBERFLOR	USA	2,294,682
ULTRAPINE	USA	2,792,186

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