

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

List of Trademarks and Trademark Applications

| Mark | Jurisdiction | Serial No. Filing Date | Reg. No. Reg. Date | Status | Current Owner |
|----------------|---------------|---------------------------|-------------------------------|------------|------------------------|
| NEWGEN | United States | | 3929667/ March 8, 2011 | Registered | The Newark Group, Inc. |
| SUSTAIN-A-BALE | United States | | 4077911/ December 27, 2011 | Registered | The Newark Group, Inc. |
| CENTURION | United States | 85705379 | | Pending | The Newark Group, Inc. |
| FLEXTAN | United States | 85691681 | | Pending | The Newark Group, Inc. |
| FLEXTAN | United States | 85773618 | | Pending | The Newark Group, Inc. |

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as may be amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), dated as of February 8, 2013, is by THE NEWARK GROUP, INC., a New Jersey corporation (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders and as otherwise provided therein (in such capacity, "Agent").

WITNESSETH:

WHEREAS, Agent and the parties to the Loan Agreement as lenders (each individually, a "Lender" and collectively, "Lenders") have entered or are about to enter into financing arrangements pursuant to which Lenders (or Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to Grantor and certain of its affiliates as set forth in the Third Amended and Restated Loan and Security Agreement, dated of even date herewith, by and among Agent, Lenders, Grantor and certain affiliates of Grantor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other Financing Agreements.

WHEREAS, under the terms of the Loan Agreement, Grantor has granted a security interest in certain property, including, without limitation, certain of its Intellectual Property, to the Agent, for itself and the benefit of the other Secured Parties, to secure the payment and performance of the Obligations and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

WHEREAS, this Trademark Security Agreement is supplemental to the provisions contained in the Loan Agreement and, in the event of an inconsistency among them, the terms of the Loan Agreement shall control.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to the Agent, for itself and the benefit of the other Secured Parties, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) trademarks, servicemarks, trade names, trade styles and all applications, registrations and recordings relating to any of the foregoing as may be filed in the United States Patent and Trademark Office, any State thereof, any political subdivision thereof or in any similar

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office or agency in any other country or jurisdiction, including, but not limited to, the United States trademark registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time);

(b) all rights of Grantor in all present and future agreements containing a license of trademarks, servicemarks, trade names or trade styles to Grantor (subject to the rights of the licensors therein) pertaining to the foregoing;

(c) all rights and privileges arising under applicable law with respect to Grantor's use of any of the foregoing;

(d) all extensions, renewals, reissues, divisions, continuations, and continuations-in-part of any of the foregoing;

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill;

(f) goodwill (including any goodwill associated with any trademark or servicemark, or the license of any trademark or servicemark); and

(g) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

3. LOAN AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, for itself and the benefit of the other Secured Parties, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

4. GOVERNING LAW. The validity, interpretation and enforcement of this Trademark Security 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 New York.

5. COUNTERPARTS. This Trademark Security 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 Trademark Security 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 Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security 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 Trademark Security Agreement.

IN WITNESS WHEREOF, Grantor and Agent have executed this Agreement as of the day and year first above written.

THE NEWARK GROUP, INC.

By: 

Name: Gregg Kam

Title: Vice President, Chief Financial
Officer and Treasurer

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: _____

Name: _____

Title: _____

Trademark Agreement

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THE NEWARK GROUP, INC.

By: _____

Name: Gregg Kam

Title: Vice President, Chief Financial
Officer and Treasurer

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By:  _____

Name: Herbert C. Korn

Title: Authorized Signatory

Trademark Agreement