Form PTO-1594 (Rev. 06/04)  OMB Collection 0851-0027 (ex. p. 8/30/2005	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office				
RECORDATION FO	ORM COVER SHEET				
TRADEMARKS ONLY					
1. Name of conveying party(ies)/Execution Date(s):	e record the attached documents or the new address(es) below.  2. Name and address of receiving party(ies)				
THE NEWARK GROUP, INC.	☐ Yes Additional names, addresses, or citizenship attached? ☒ No				
	Name: Wells Fargo Bank, National Association				
	Internal Address:				
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership	Street Address: 100 Park Avenue, 14th Floor				
⊠Corporation □ Climed Faithership	City: New York				
Limited Liability Company	State: NY				
Citizenship: <u>NJ</u> Execution Date(s) <u>February 8, 2013</u>	Country: <u>USA</u> Zip: <u>10017</u>				
Additional names of conveying parties attached? ☐Yes ☑ No	☑ Association Citizenship: <u>USA</u>				
3. Nature of conveyance:	☐ General Partnership Citizenship:				
☐ Assignment ☐ Merger	Limited Partnership Citizenship:				
⊠ Security Agreement	Corporation Citizenship:				
Other	Other Citizenship:				
	If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐Yes ☒ No (Designations must be a separate document from assignment)				
4. Application number(s) or registration number(s) and ident	fication or description of the Trademark.				
A. Trademark Application No.(s) See Attached Schedule I	B. Trademark Registration No.(s) See Attached Schedule I Additional sheet(s) attached?				
	No No				
C. Identification or Description of Trademark(s) (and Filing Date if	Application or Registration Number is unknown)				
6. Name address of party to whom correspondence	6. Total number of applications and				
concerning document should be mailed: Name: Susan O'Brien	registrations involved: 8				
Internal Address: CT Lien Solutions	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140 00				
Street Address: 187 Wolf Road, Suite 101	Authorized to be charged to deposit account				
City: Albany	☐ Enclosed				
State, NV 71-, 40005	8. Payment Information:				
State: <u>NY</u> Zip: <u>12205</u>	a. Credit Card Last 4 Numbers 1868				
Phone Number: <u>800-342-3676</u>	Expiration Date 6				
Fax Number: 800-962-7049	b. Deposit Account Number				
Email Address:					

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexendria, VA 22313-1450

## SCHEDULE I to TRADEMARK SECURITY AGREEMENT

## List of Trademarks and Trademark Applications

NAME OF A	Ju Haisekon	Eronyteae	Port No.	Z States	Energy 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.

2335200.1

## 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 2335200.1

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 continuationsin-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 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.

2335200.1

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

* # FF3 T	THARK OKOUP, INC.
Ву:	
Name:	Gregg Kam
Title:	Vice President, Chief Financial Officer and Treasurer
WELL ASSOC	S FARGO BANK, NATIONAL CIATION, as Agent
By:	•
Name:	
Title:	-
1 III (A)	

Trademark 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: Herbert C. Korn

Title: Authorized Signatory

Trademark Agreement

TRADEMARK REEL: 004977 FRAME: 0531

**RECORDED: 03/08/2013**