

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
Kruger Products L.P.		03/01/2013	LIMITED PARTNERSHIP: CANADA

RECEIVING PARTY DATA

Name:	National Bank of Canada
Street Address:	1155 Metcalfe Street,
Internal Address:	5th Floor
City:	Montreal, Quebec
State/Country:	CANADA
Postal Code:	H3B 4S9
Entity Type:	Chartered bank: CANADA

PROPERTY NUMBERS Total: 117

Property Type	Number	Word Mark
Registration Number:	3372883	100% BIODEGRADABLE 100% 100% BIODÉGRADABLE
Registration Number:	3968173	ABT
Registration Number:	2438910	ALL WORKS
Registration Number:	2969204	AUTOFLOW
Registration Number:	3081142	AUTOFLOW
Registration Number:	3381830	BBQ ESSENTIALS
Serial Number:	85574425	BIODEGRADABLE BREAKS UP AFTER FLUSHING
Serial Number:	85574392	BREAKS UP AFTER FLUSHING BREAKS UP AFTER FLUSHING
Registration Number:	3436496	CASHMERE
Registration Number:	3490874	CASHMERE
Registration Number:	3583444	CASHMERE
Registration Number:	3143952	CASHMERE ULTRA

OP \$2940.00 3372883

Serial Number:	85755349	CASHMERE ULTRALUXE
Registration Number:	4180424	CHOOSE-A-SIZE
Registration Number:	3273147	CHOOSE-A-SIZE
Registration Number:	3219561	CLOUD CUSHIONS
Serial Number:	76349527	
Registration Number:	3130873	DA VINCI
Registration Number:	3223821	DESIGNER
Registration Number:	3371151	DUVET
Registration Number:	2869991	DUVET
Registration Number:	3841495	EASY-FLOW
Registration Number:	3109400	EASY-FLOW
Registration Number:	3631414	ECO-LOGICAL RECYCLED FIBRE
Registration Number:	2438911	ECONO WORKS
Registration Number:	4211973	
Registration Number:	2435607	EMBASSY
Registration Number:	4223610	ENVIROCARE
Registration Number:	3306644	ESCOJE EL TAMAÑO
Registration Number:	3496093	ESTEEM
Registration Number:	3187987	FEEL FRESH
Serial Number:	85759896	
Registration Number:	2438912	FOOD WORKS
Serial Number:	85293069	FULL SHEET
Registration Number:	2437409	GENERAL WORKS
Serial Number:	77788626	GENESIS
Registration Number:	3257823	GETTING YOU OUT OF TROUBLE!
Registration Number:	4071128	GREEN CHOICE
Registration Number:	4162727	GREENEARTH
Registration Number:	3554209	GREENQUALITY
Registration Number:	3554176	HANDS FRESH
Serial Number:	78850439	
Registration Number:	2837655	HYGIENECHOICE
Registration Number:	3199256	HYPOALLERGENIC + DERMATOLOGIST APPROVED DERMATÓLOGOS + HIPOALERGENICO APROBADO POR
Registration Number:	3691095	INSPIRATION
Registration Number:	3087011	IRRESISTIBLY SOFT

Registration Number:	4266057	
Registration Number:	2438913	LIGHT WORKS
Registration Number:	4051242	LUXURIOUSLY SOFT
Serial Number:	85836443	MADE FROM THE SOFTNESS OF CLOUDS
Registration Number:	2732498	MINI-MAX
Registration Number:	3735572	ONLIWON
Registration Number:	4152616	PERFORMANCE IN EVERY FIBRE
Serial Number:	85623767	PERFORMANCE IN EVERY FIBER
Serial Number:	85749426	PURE COMFORT
Registration Number:	3329239	QUALITY ALWAYS PAYS ITS WAY
Registration Number:	3594914	QTP QUALITY TAKES PRIORITY LA QUALITE TOUJOURS NOTRE PRIORITE
Registration Number:	3315444	QUILTED POCKETS
Registration Number:	4030419	READY FOR REAL LIFE MESSAGES
Registration Number:	3866231	REDUCE · REUSE · RECYCLE REDUIRE · REUTILISER · RECYCLER
Serial Number:	85553573	ROSAL
Registration Number:	4156077	
Registration Number:	3012635	
Registration Number:	3010210	
Registration Number:	3207050	SATINELLE
Registration Number:	3704078	SAVE-A-BAG
Registration Number:	2437408	SCRIM WORKS
Registration Number:	3164403	SOFT & PURE
Registration Number:	3164406	SOFT & PURE
Registration Number:	1143334	SOFT & PURE
Registration Number:	3310250	SOFT & PURE PREMIUM
Registration Number:	3816161	SOFTNESS YOU CAN SEE
Registration Number:	3127286	SOFTNESS YOU'LL NOTICE
Registration Number:	3281230	
Registration Number:	3135041	SPLIT-TO-FIT
Registration Number:	3348332	WITH THOUSANDS OF SPONGE POCKETS AVEC DES MILLIERS DE SPONGIE-POCHETTES
Registration Number:	3118653	SPONGE POCKETS POUCHETTES SPONGIEUSES
Registration Number:	3200472	SPONGEPOCKET POWER
Registration Number:	3294372	WILDERNESS ESTATE

Registration Number:	2907567	SPONGETOWELS
Registration Number:	3689444	STALL OF FAME
Registration Number:	3749867	
Registration Number:	3673075	
Registration Number:	3453745	TE SACAN DE APUROS!
Registration Number:	4016445	THE SMART ALTERNATIVE
Registration Number:	3243764	THE SOFT EMBRACE OF WHITE CLOUD
Registration Number:	3089079	THE ULTIMATE WASHROOM
Registration Number:	3737357	THE ULTIMATE WASHROOM
Registration Number:	4140647	THE ULTIMATE WASHROOM
Registration Number:	2916926	THE ULTIMATE WASHROOM
Registration Number:	3047466	THE ULTIMATE WASHROOM
Registration Number:	3128396	TISSUE U
Registration Number:	3197856	TISSUE UNIVERSITY
Registration Number:	3415130	TITAN
Registration Number:	3710871	ULRT
Registration Number:	3405299	ULTRA THICK ULTRA SOFT
Registration Number:	3219767	
Registration Number:	3740080	WHITECLOUD
Registration Number:	3805200	WHITE CLOUD
Serial Number:	85829120	WHITE CLOUD
Registration Number:	3559048	WHITE CLOUD
Registration Number:	2070125	WHITE CLOUD
Registration Number:	3080003	WHITE CLOUD
Registration Number:	4290556	WHITE CLOUD
Serial Number:	85350847	WHITE CLOUD SILK
Serial Number:	85407525	WHITE CLOUD SUPREME
Registration Number:	3207090	WHITE CLOUD ULTRA
Registration Number:	3219562	WHITE CLOUD ULTRA COMFORT
Registration Number:	3740079	WHITECLOUD ULTRA COMFORT
Registration Number:	3385376	WHITECLOUD ULTRA COMFORT 3 PLY SOFTNESS, 3 PLY THICKNESS
Registration Number:	2796437	WHITE SWAN
Registration Number:	3334600	WHITE SWAN
Registration Number:	3710846	WHITE SWAN

Registration Number:	3311921	
Registration Number:	3483288	
Registration Number:	3720505	WWW.MYWHITECLOUD.COM
Serial Number:	85112113	

CORRESPONDENCE DATA

Fax Number: 2022801177
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 904 247-2620
Email: eastdocket@hollymenker.com
Correspondent Name: James R. Menker, Holley & Menker, P.A.
Address Line 1: P.O. Box 331937
Address Line 4: Atlantic Beach, FLORIDA 32233

ATTORNEY DOCKET NUMBER: 2074.3000

DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER: James R. Menker

Signature: /jmenker/

Date: 04/05/2013

Total Attachments: 13

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TRADEMARK

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CONFIRMATORY SECURITY AGREEMENT

WHEREAS KRUGER PRODUCTS L.P. (formerly known as Kruger Products II, L.P.) (the **Grantor**), having its registered office at 3285 Bedford Road, Montreal, Québec, H3S 1G5 (i) is the registered owner of the Canadian trademarks and trademark applications listed in Schedule "A" hereto and may, in the future, become the registered owner of additional Canadian trademarks and trademark applications (collectively, the **Canadian Trademarks**), (ii) is the registered owner of the United States trademarks and trademark applications listed in Schedule "B" hereto and may, in the future, become the registered owner of additional United States trademarks and trademark applications (collectively, the **US Trademarks**), (iii) is the registered owner of the Canadian industrial designs and industrial design applications listed in Schedule "C" hereto and may, in the future, become the registered owner of additional Canadian industrial designs and industrial design applications (collectively, the **Canadian Industrial Designs**), (iv) is the registered owner of the United States design patents and design patent applications listed in Schedule "D" hereto and may, in the future, become the registered owner of additional United States design patents and design patent applications (collectively, the **US Design Patents**), (v) is the registered owner of the Canadian patents and patent applications listed in Schedule "E" hereto and may, in the future, become the registered owner of additional Canadian patents and patent applications (collectively, the **Canadian Patents**), and (vi) is the registered owner of the United States patents and patent applications listed in Schedule "F" hereto and may, in the future, become the registered owner of additional United States patents and patent applications (collectively, the **US Patents**) (the Canadian Trademarks, the US Trademarks, the Canadian Industrial Designs, the US Design Patents, the Canadian Patents and US Patents are hereinafter collectively referred to as the **Intellectual Property**);

WHEREAS NATIONAL BANK OF CANADA, in its capacity as collateral agent or *fondé de pouvoir*, as the case may be (in each such capacity, the **Creditor**), having a place of business at 1155 Metcalfe Street, 5th Floor, Montréal, Québec, H3B 4S9, and the Grantor entered into a deed of hypothec on September 4, 2012, a security agreement dated as of September 10, 2012 and a U.S. security and pledge agreement dated as of September 10, 2012 (collectively, the **Security Documents**), pursuant to which the Grantor granted to the Creditor a hypothec on, and a security interest in and to, among other things, the Intellectual Property;

WHEREAS the Grantor and the Creditor have perfected (rendered opposable) the Security Documents in the Intellectual Property in accordance with the laws of the Provinces of Québec, Ontario, British Columbia, Alberta and Nova Scotia, Canada and in accordance with the Uniform Commercial Code;

WHEREAS the Grantor and the Creditor are desirous of recording the Security Documents and the additional security created hereunder in the Intellectual Property with the United States Patent and Trademark Office and with the Canadian Intellectual Property Office;

NOW THEREFORE, the Grantor and the Creditor hereby confirm that the Grantor and the Creditor entered into the Security Documents, pursuant to which the Grantor granted to the Creditor a hypothec on, and a security interest in and to, among other things, the Intellectual Property.

AND, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Creditor a security interest in the Intellectual Property.

AND each party hereto does hereby further acknowledge and affirm that the rights and remedies of the Creditor with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Documents, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

THE PARTIES FURTHER AGREE that the Grantor shall record this Confirmatory Security Agreement with **(i)** the Canadian Intellectual Property Office, with respect to the Canadian Trademarks, the Canadian Industrial Designs and the Canadian Patents, and **(ii)** the United States Patent and Trademark Office (together with a filing at the Office of Revenue in Washington, D.C.), with respect to the US Trademarks, the US Design Patents and the US Patents.

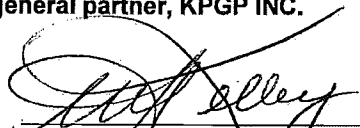
[SIGNATURE PAGES FOLLOW]

CONFIRMATORY SECURITY AGREEMENT - SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as a sealed instrument on the 1st () day of March, 2013.

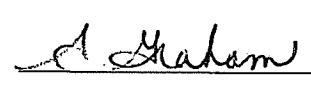
KRUGER PRODUCTS L.P.,
by its general partner, KPGP INC.

Per:


Name: WENDY KELLEY
Title: GENERAL COUNSEL
Date: MARCH 1 2013

Witness

Per:


Name: Shelley Graham
Title: Law Clerk
Date: March 1, 2013


CONFIRMATORY SECURITY AGREEMENT - SIGNATURE PAGE

NATIONAL BANK OF CANADA,
as the Creditor

Per: 

Name: **Dominic Albanese**
Title: **Director**
Date:





Witness





Per: 

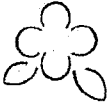

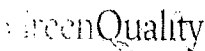



Name: **Philippe Tomic**
Title: **Directeur - Director**
Date:





SCHEDULE "B"






UNITED STATES TRADEMARKS






TRADE MARK	SERIAL NO.	REG. NO.
 100% BIODEGRADABLE & Design	78/692,725	3,372,883
ABT	76/432,432	3,968,173
ALL-WORKS	75/498,190	2,438,910
AUTOFLOW	76/513,570	2,969,204
 AUTOFLOW Design	76/515,978	3,081,142
BBQ ESSENTIALS	78/812,550	3,381,830
BIODEGRADABLE; BREAKS UP AFTER FLUSHING & Design 	85/574,425	
BREAKS UP AFTER FLUSHING & Design 	85/574,392	
CASHMERE	76/216,123	3,436,496
CASHMERE	76/624,654	3,490,874
CASHMERE	78/830,025	3,583,444
CASHMERE ULTRA	76/618,547	3,143,952
CASHMERE ULTRALUXE	85/755,349	







TRADE MARK	SERIAL NO.	REG. NO.
CHOOSE-A-SIZE 	85/293,056	4,180,424
CHOOSE-A-SIZE	76/505,314	3,273,147
CLOUD CUSHIONS	78/712,199	3,219,561
 Daisy Flower (Square) Pattern Design	76/349,527	
DA VINCI	78/479,654	3,130,873
DESIGNER	78/479,651	3,223,821
DUVET	76/624,653	3,371,151
DUVET	76/234,738	2,869,991
EASY-FLOW	78/626,633	3,841,495
EASY-FLOW	78/713,505	3,109,400
	78/733,722	3,631,414
ECONO-WORKS	75/498,194	2,438,911
Eggshell/Flower Single Cell Embossing Pattern Design 	78/850,442	4,211,973
EMBASSY	75/490,526	2,435,607
ENVIROCARE	77/486,316	4,223,610
ESCOJE EL TAMAÑO	78/740,621	3,306,644
ESTEEM	78/974,170	3,496,093
FEEL FRESH	78/479,621	3,187,987







TRADE MARK	SERIAL NO.	REG. NO.
FLOWER & SWIRL DESIGN 	85/759,896	
FOOD WORKS FULL SHEET 	75/498,195 85/293,069	2,438,912
GENERAL WORKS	75/498,196	2,437,409
GENESIS	77/788,626	
GETTING YOU OUT OF TROUBLE!	78/740,665	3,257,823
GREEN CHOICE	77/868,185	4,071,128
GREENEARTH	77/143,502	4,162,727
GREENQUALITY & Design 	78/865,708	3,554,209
HANDS FRESH	78/618,191	3,554,176
Hearts & Flower Single Cell Embossing Pattern Design 	78/850,439	
 HygieneChoice & Design	76/269,310	2,837,655
HYPOALLERGENIC + DERMATOLOGIST APPROVED DERMATÓLOGOS + HIPOALERGENICO APROBADO POR & Design (English & Spanish) 	76/625,072	3,199,256
INSPIRATION	77/408,858	3,691,095



TRADE MARK	SERIAL NO	REG. NO
IRRESISTABLY SOFT	76/593,976	3,087,011
 LEAFS Design	77/616,038	4,266,057
LIGHT WORKS	75/498,197	2,438,913
LUXURIOUSLY SOFT	77/786,104	4,051,242
MADE FROM THE SOFTNESS OF CLOUDS	85/836,443	
MINI-MAX	75/842,142	2,732,498
ONLIWON	77/003,485	3,735,572
PERFORMANCE IN EVERY FIBRE	85/223488	4,152,616
PERFORMANCE IN EVERY FIBER	85/623,767	
PURE COMFORT	85/749,426	
QUALITY ALWAYS PAYS ITS WAY	78/826,519	3,329,239
QTP; QUALITY TAKES PRIORITY & Design 	78/590,237	3,594,914
QUILTED POCKETS	77/003,166	3,315,444
READY FOR REAL LIFE MESSSES	78/781,868	4,030,419
REDUCE.REUSE. RECYCLE & SWAN/ARROWS DESIGN 	77/173,500	3,866,231
ROSAL	85/553,573	
 Rose in Cloud (Single Cell)	76/579,725	4,156,077

TRADE MARK	SERIAL NO.	REG. NO.
 Rose in Cloud (Multiple Cell)	76/579,774	3,012,635
 Rose in Cloud with Border	76/590,977	3,010,210
SATINELLE	76/515,979	3,207,050
SAVE-A-BAG	77/414,908	3,704,078
SCRIM WORKS	75/498,178	2,437,408
SOFT & PURE	76/625,066	3,164,403
SOFT & PURE	76/628,460	3,164,406
 SOFT & PURE Design	73/187,201	1,143,334
SOFT & PURE PREMIUM Design SOFT & PURE PREMIUM	76/625,071	3,310,250
SOFTNESS YOU CAN SEE	77/539,290	3,816,161
SOFTNESS YOU'LL NOTICE	76/491,230	3,127,286
SPLASH Design 	76/590,976	3,281,230
SPLIT-TO-FIT	78/534,788	3,135,041
SPONGE POCKETS MEN Design 	78/855,595	3,348,332

TRADE MARK	SERIAL NO.	REG. NO.
 SPONGE POCKETS Pochettes SPONGIEUSES & Design	76/505,313	3,118,653
SPONGEPOCKET POWER	78/568,477	3,200,472
SPONGECLOTH	76/587,283	3,294,372
SPONGETOWELS	76/444,295	2,907,567
STALL OF FAME	78/769,515	3,689,444
Stoh Hearts Logo (Colour)	78/957,757	3,749,867
		
Stoh Hearts Logo (Colour)	78/957,752	3,673,075
		
TE SACAN DE APUROS!	78/740,651	3,453,745
THE SMART ALTERNATIVE	77/877,158	4,016,445
THE SOFT EMBRACE OF WHITE CLOUD	78/712,203	3,243,764
THE ULTIMATE WASHROOM	76/558,044	3,089,079
THE ULTIMATE WASHROOM	77/119,328	3,737,357
THE ULTIMATE WASHROOM	78/718,501	4,140,647
 THE ULTIMATE WASHROOM & Woman/Man Design	76/491,232	2,916,926
 THE ULTIMATE WASHROOM & Woman/Man Design	76/558,484	3,047,466

TRADE MARK	SERIAL NO.	REG. NO.
TISSUE U	76/613,373	3,128,396
TISSUE UNIVERSITY	76/613,401	3,197,856
TITAN	77/049,190	3,415,130
TREE DESIGN 	85/112,113	
ULRT	77/284,746	3,710,871
ULTRA THICK ULTRA SOFT & Design 	78/556,191	3,405,299
 Wheat Design	78/793,990	3,219,767
WHITE CLOUD & Design (Blue) 	78/723,081	3,740,080
WHITE CLOUD & Cloud Design 	77/237,392	3,805,200
WHITE CLOUD Design 	85/829120	
WHITE CLOUD	78/768,638	3,559,048
WHITE CLOUD	74/430,212	2,070,125

TRADE MARK	SERIAL NO	REG. NO.
WHITE CLOUD	76/052,086	3,080,003
WHITE CLOUD	77/758,435	4,290,556
WHITE CLOUD SILK	85/350,847	
WHITE CLOUD SUPREME	85/407,525	
WHITE CLOUD (ULTRA) & Banner Design 	76/625,065	3,207,090
WHITE CLOUD ULTRA COMFORT	78/712,919	3,219,562
WHITE CLOUD ULTRA COMFORT & Design 	78/723,078	3,740,079
WHITE CLOUD ULTRA COMFORT & Design 	78/723,074	3,385,376
WHITE SWAN	75/604,068	2,796,437
WHITE SWAN & Design 	78/780,483	3,334,600
WHITE SWAN & Design 	77/178,839	3,710,846
Woman Design (Goldie - Cashmere Lady) 	78/803,137	3,311,921

TRADE MARK	SERIAL NO.	REG. NO.
<p>Woman with Ribbon Design (Goldie – Black & White)</p> 	77/208,209	3,483,288
<p>www.mywhitecloud.com & CLOUD Design</p> 	77/237,373	3,720,505