

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademark Security Agreement (Senior Subordinated Debt)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank		04/22/2013	Banking Corporation: OHIO
RECEIVING PARTY DATA			
Name:	NEKOOSA COATED PRODUCTS, LLC		
Street Address:	841 Market Street		
City:	Nekoosa		
State/Country:	WISCONSIN		
Postal Code:	54457		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1046257	MAG PAD	
Registration Number:	4145287	THERMANENT	
Registration Number:	4208587	THERMATAAC	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-467-8800		
Email:	jspiantanida@vorys.com, dharcher@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 -- IPLAW@Vorys		
Address Line 2:	Attn: Christopher M. Ott, Esq.		
Address Line 4:	Columbus, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	005252-940/1707/NEKOOSARE		
NAME OF SUBMITTER:	Christopher M. Ott		

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Signature:	/christopher m ott/
Date:	07/23/2013
Total Attachments: 4 source=Release of Trademark Security Agreement#page1.tif source=Release of Trademark Security Agreement#page2.tif source=Release of Trademark Security Agreement#page3.tif source=Release of Trademark Security Agreement#page4.tif	

**RELEASE OF TRADEMARK SECURITY AGREEMENT**  
(Senior Subordinated Debt)

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT ("Release"), dated as of April 22, 2013, is made by FIFTH THIRD BANK, an Ohio banking corporation ("Lender"), solely through its Mezzanine Finance Group ("Secured Party").

WHEREAS, Lender and NEKOOSA COATED PRODUCTS, LLC, a Delaware limited liability company ("Debtor"), are parties to that certain Trademark Security Agreement, dated as of October 2, 2012 (the "Agreement"), which was recorded with The United States Patent and Trademark Office on October 5, 2012 in its records at Reel 4875, Frame 0370;

WHEREAS, Lender, through its Structured Finance Group ("Senior Secured Party"), and Debtor are parties to that certain Trademark Security Agreement, dated as of October 2, 2012 (the "Initial Senior Agreement"), which was recorded with The United States Patent and Trademark Office on October 5, 2012 in its records at Reel 4875, Frame 0021;

WHEREAS, the Initial Senior Agreement is being amended and restated in its entirety by that certain Amended and Restated Trademark Security Agreement, dated as of even date herewith (the "Senior Agreement"), by and between Debtor and Lender, as Agent for the benefit of the Secured Creditors (as defined in the Amended and Restated Credit Agreement dated of even date herewith among Debtor, Penobscot Acquisition, LLC, a Delaware limited liability company, the other Borrowers (as defined therein) from time to time party thereto, Agent (as defined therein), the LC Issuer (as defined therein) and the Lenders (as defined therein));

WHEREAS, the Agreement granted to Secured Party a continuing security interest in and to, and Lien on, (a) all of Debtor's right, title and interest in and to all of its now owned or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of the Agreement, of any Intent to Use Applications, as defined in the Agreement), including each mark, registration, and application listed on Schedule I, attached hereto and made a part hereof (the property in this item (a) being, each, a "Trademark," and, collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Trademarks, including damages and payments for past or future infringements of any and all of the Trademarks; (d) all rights to sue for past, present and future infringements of any and all of the Trademarks; (e) all of Debtor's rights corresponding to each of the Trademarks throughout the world; (f) the goodwill of Debtor's business connected with the use of, and symbolized by, any of the foregoing; and (g) all books, records, cash and non-cash proceeds of any and all of the foregoing; and

WHEREAS, Secured Party desires to release its rights and security interests in the Trademarks solely as granted under the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby fully and finally releases and terminates its

security interest in, Liens on, and all other rights in, to and under the Trademarks granted under the Agreement; *provided*, however, that nothing in this Release shall be construed as terminating, releasing, decreasing, diminishing, or in any other way altering any Lien or security interest for the benefit of the Senior Secured Party under the Senior Agreement.

*{Signature Page Follows}*



**SCHEDULE I  
TRADEMARKS**

**Registered/Pending Trademarks**

<b>Mark</b>	<b>Serial No.</b>	<b>Reg. No.</b>	<b>Owner</b>	<b>Status</b>
MAG PAD	73/065,426	1046257	Nekoosa Coated Products, LLC	Registered
THERMANENT	85/290,550	4145287	Nekoosa Coated Products, LLC	Registered
THERMATAC	85/290,569	4,208,587	Nekoosa Coated Products, LLC (applicant)	Registered