

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks (recorded at Reel 3594 Frame 0710)		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Bank of America, N.A., as Collateral Agent		01/31/2012
			Entity Type national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Buckeye Technologies Inc.		
Street Address:	1001 Tillman Street		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38108		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Registration Number:	3619882	AIRCELL
	Registration Number:	3300045	VERSACORE
CORRESPONDENCE DATA			
Fax Number:	9194168363		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	9192868041		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	38383.1		
NAME OF SUBMITTER:	John E. Slaughter		

OP \$65.00 3619882

Signature:	/John E. Slaughter/
Date:	07/26/2013
Total Attachments: 3 source=Release TM's 0710#page1.tif source=Release TM's 0710#page2.tif source=Release TM's 0710#page3.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of January 31, 2012 ("Release"), is made by Bank of America, N.A., as Collateral Agent (the "Collateral Agent") in favor of Buckeye Technologies Inc. (the "Grantor").

WHEREAS, pursuant to that certain Amended and Restated Security and Pledge Agreement dated as of July 25, 2007 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligors party thereto and the Collateral Agent, each Obligor granted to the Collateral Agent, for the ratable benefit of the Lenders, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Collateral Agent, for the ratable benefit of the Lenders, the Notice of Grant of Security Interest in Trademarks dated as of July 25, 2007 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on August 3, 2007 at Reel 3594 Frame 0710.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent, on behalf of the Lenders, and Grantor (the "parties") agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Collateral Agent, on behalf of the Lenders, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Trademarks, Trademark Licenses, and Proceeds of the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and

(b) authorizes the recordation of this Release with the USPTO.

SECTION 3. Acknowledgement. The release of security interest granted herein expressly does not include a release of the security interest granted in the Trademarks, Trademark Licenses, and Proceeds of the foregoing not listed on Schedule A.

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Lenders, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

Bank of America, N.A., as Collateral Agent

By: 

Name: Roberto Salazar

Title: Vice President

Schedule A
U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
AIRCELL	3619882	05/12/09
VERSACORE	3300045	09/25/07