

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
International Fiber Corporation		08/27/2013	CORPORATION: DELAWARE
Purifiber LLC		08/27/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1456699	FLO-AM	
Registration Number:	1545931	JUST FIBER	
Registration Number:	1337034	KEYCEL	
Registration Number:	1779419	NUTRAFIBER	
Registration Number:	0443289	SOLKA-FLOC	
Registration Number:	4268189	SAFETY . . . IT'S IN OUR FIBER!	
Serial Number:	85773530	ALPHA-CEL	
Registration Number:	1737867	PURIFIBER	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-201-3865		

OP \$215.00 1456699

Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson, Paralegal
Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.
Address Line 2: Ste. 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 4975.293

NAME OF SUBMITTER: Sharon Patterson

Signature: /sharon patterson/

Date: 08/28/2013

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 27, 2013, by International Fiber Corporation, a Delaware corporation ("IFC") and Purifiber LLC, a Delaware limited liability corporation ("Purifiber"; and, together with IFC, the "Grantors" and each a "Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent ("Agent") for Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among NIAGARA FIBER INTERMEDIATE CORP., a Delaware corporation ("Administrative Borrower"), Fiber Acquisition Corp., a Delaware corporation ("Merger Sub") and, pursuant to that certain Joinder to Credit Agreement of even date herewith, Grantors and certain other direct and indirect Subsidiaries of Administrative Borrower (together with Administrative Borrower, Merger Sub and any other Person that executes a joinder thereto from time to time as an additional borrower, the "Borrowers"), Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Borrowers;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of the Secured Parties, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the Secured Parties, this Trademark Security Agreement;

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, each 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 Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations, each Grantor hereby grants to Agent, for its benefit and for the ratable benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral");

(a) In the case of IFC, all of its registered Trademarks set forth on Schedule I hereto, and in the case of Purifiber, all of its registered Trademarks set forth on Schedule II hereto;

(b) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and


(c) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Secured Parties, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.


[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INTERNATIONAL FIBER CORPORATION

By: 
Name: Ken Blackburn
Title: President and Chief Executive Officer

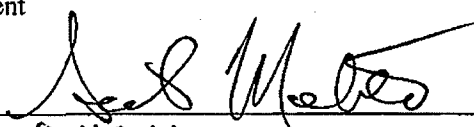
PURIFIBER LLC

By: 
Name: Ken Blackburn
Title: President and Chief Executive Officer

Signature Page to Trademark Security Agreement

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Sunil Mehta
Title: SVP

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005099 FRAME: 0158

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks

MARK	APPLICATION NUMBER	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
FLO-AM	73643549	United States 1,456,699	2/9/1987	International Fiber Corporation
JUST FIBER	73713832	United States 1,545,931	2/29/1988	International Fiber Corporation
KEYCEL	73506003	United States 1,337,034	10/29/1984	International Fiber Corporation
NUTRAFIBER	74239121	United States 1,779,419	1/21/1992	International Fiber Corporation
SOLKA-FLOC	71521320	United States 443,289	4/25/1947	International Fiber Corporation
Safety ... It's in Our fiber!	85626998	United States 4268189	5/16/12	International Fiber Corporation
ALPHA-CEL	85773530	n/a	11/7/12	International Fiber Corporation

Registered Foreign Trademarks

MARK	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
JUSTIFIBER	Benelux 544329	1/14/1994	International Fiber Corporation
CELLUFLOC	Canada UCA/26780	2/28/1947	International Fiber Corporation
KEYCEL	Canada TMA326,487	4/16/1987	International Fiber Corporation
KEYCEL	Canada TMA434,207	10/07/1994	International Fiber Corporation
JUST FIBER	France 94504679	9/29/1994	International Fiber Corporation
JUSTIFIBER	Germany 2097986	7/31/1995	International Fiber Corporation
JUSTIFIBER	Italy 692040	11/19/1996	International Fiber Corporation

Schedule I to Trademark Security Agreement

TRADEMARK
REEL: 005099 FRAME: 0159

MARK	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
JUSTFIBER	Japan 4140629	5/1/1998	International Fiber Corporation
SOLKA-FLOC	Japan 2317662	6/28/1991	International Fiber Corporation
SOLKA-FLOC (KATAKANA)	Japan 2338159	9/30/1991	International Fiber Corporation
SOLKA-FLOC	Mexico 147579	12/5/1978	International Fiber Corporation
JUST FIBER	Switzerland 425 631	3/6/1996	International Fiber Corporation
SOLKA-FLOC	United Kingdom 864608	5/22/1974	International Fiber Corporation

SCHEDULE II
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks

MARK	APPLICATION NUMBER	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
PURIFIBER	74257393	United States 1,737,867	3/20/1992	Purifiber LLC

Schedule II to Trademark Security Agreement