

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------|----------|----------------|-----------------------|
| CET Films Corp. | | 09/20/2013 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|-----------------------------------|
| Name: | NGPC Asset Holdings, LP |
| Street Address: | 909 Fannin, Suite 3800 |
| Internal Address: | c/o NGP Capital Resources Company |
| City: | Houston |
| State/Country: | TEXAS |
| Postal Code: | 77010 |
| Entity Type: | LIMITED PARTNERSHIP: TEXAS |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 4157848 | MAGNECOTE |
| Registration Number: | 4157849 | MAGNECOTE |

CORRESPONDENCE DATA

Fax Number: 2142207716
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 214-701-1690
 Email: sbertino@velaw.com
 Correspondent Name: Shannon Bertino
 Address Line 1: 2001 Ross Ave, Suite 3700
 Address Line 2: c/o Vinson & Elkins
 Address Line 4: Dallas, TEXAS 75201

| | |
|--------------------|-------------------|
| NAME OF SUBMITTER: | Shannon Bertino |
| Signature: | /Shannon Bertino/ |

OP \$65.00 4157848

Date:

09/23/2013

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 20, 2013 (the "Effective Date"), is entered into by and between **CET FILMS CORP.**, a Delaware corporation ("Debtor"), whose principal place of business and mailing address is 1650 Corporate Road West, Lakewood, New Jersey 08701, and **NGPC ASSET HOLDINGS, LP**, a Texas limited partnership, as "Noteholder Representative" for the benefit of the Secured Creditors (as defined in the Note Purchase Agreement referred to below) ("Noteholder Representative"). Debtor hereby grants to Noteholder Representative, for the benefit of the Secured Creditors, a continuing security interest in and to, and Lien on, all of the Trademark Collateral, as defined in Section 2 of this Agreement. Debtor and Noteholder Representative hereby further agree as follows:

1. SECURED OBLIGATIONS: The security interest and Lien hereby granted shall secure the full, prompt and complete payment in cash and performance of all of the Obligations, as that term is defined in the Note Purchase Agreement dated of even date herewith among Debtor, Nekoosa Coated Products Holdings, Inc., a Delaware corporation ("Holdings"), Nekoosa Coated Products, LLC, a Delaware limited liability company ("Nekoosa"), R Tape Corp., a Delaware corporation ("RTape"), Noteholder Representative, NGP Capital Resources Company, a Maryland corporation, as Initial Purchaser (as defined therein) and the Noteholders (as defined therein) from time to time party thereto (as the same may be amended, renewed, consolidated, restated or replaced from time to time, the "Note Purchase Agreement") and all of the obligations and liabilities of Debtor hereunder and under any other Notes Documents to which Debtor is a party (collectively, the "Secured Obligations").

2. TRADEMARK COLLATERAL: The collateral in which a security interest and Lien is hereby granted (all of the following being, collectively, the "Trademark Collateral") comprises collectively: (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 this Agreement, of any Intent to Use Applications as defined below), 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) together in each case with 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. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any Trademark, or any application to register any trademark or service mark, in each case based on any intent to use filed by, or on behalf of, Debtor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

3. DEFINITIONS: Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Note Purchase Agreement. All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the New York UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the New York UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. As used in this Agreement, the "Uniform Commercial Code" means the Uniform Commercial Code as adopted in

each applicable jurisdiction, as amended or superseded from time to time; and the “New York UCC” means the Uniform Commercial Code, as adopted in New York, as amended or superseded from time to time.

4. LICENSES: Except for licenses attendant to products and services provided by Debtor in the ordinary course of business consistent with past custom and practice, Debtor expressly represents, warrants, covenants and agrees that Debtor shall not license, as licensor, any Trademarks (a “Trademark License”) included in the Trademark Collateral without the prior written consent of Noteholder Representative, which consent will not be unreasonably withheld by Noteholder Representative so long as no Event of Default has occurred and is continuing (in which case Noteholder Representative may withhold its consent in its sole discretion).

5. REPRESENTATIONS AND WARRANTIES:

To induce the Secured Creditors to purchase the Notes pursuant to the Notes Documents, Debtor represents and warrants to each Secured Creditor that the following statements are as of the Effective Date and as of the date that each representation and warranty set forth in the Note Purchase Agreement is required to be made, or is deemed to be made or remade pursuant thereto, true:

(a) Except for the security interest hereby granted or as may be set forth on Schedule I, Debtor is, and as to any property which at any time forms a part of the Trademark Collateral, shall be, the sole legal and beneficial owner of the entire right, title and interest in and to the Trademark Collateral, free and clear of any Lien (other than Permitted Liens or any license permitted by this Agreement or set forth in Schedule I); and Debtor has full right to grant the security interest hereby granted;

(b) Set forth on Schedule I is a complete and accurate list of all Trademarks registered with (or applications pending with) the United States Patent and Trademark Office owned by Debtor;

(c) Except as otherwise set forth on Schedule I, (i), each registered Trademark is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and (ii) to Debtor’s Knowledge, each Trademark is enforceable and each application for registration of any Trademark is valid, registered or registerable and enforceable, has been duly filed with the United States Patent and Trademark Office or other authority, and (ii) Debtor has received no written notice of any infringement, misappropriation, or other violation of Debtor’s right in any of the Trademark Collateral. There have been no prior uses of any item of the Trademark Collateral, to Debtor’s Knowledge, which would reasonably be expected to lead to such item becoming invalid or unenforceable, including, to Debtor’s Knowledge, prior unauthorized uses by third Persons and uses which were not supported by the goodwill of the business connected with such item;

(d) Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral except as otherwise disclosed on Schedule I or except as expressly permitted under Section 4(a);

(e) Debtor has exercised commercially reasonable efforts to ensure that reasonable and proper statutory notice has been used in all material respects in connection with the use of each registered Trademark; and

(f) Except for the filing of financing statements and the recording of this Agreement with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country), no authorization, consent, approval or other action by, and no notice to or filing or recording with, any Governmental Authority is currently or is reasonably expected to be

required either: (i) for the grant by Debtor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by Debtor or (ii) for the perfection of or the exercise by Noteholder Representative of its rights or remedies hereunder.

6. DEBTOR'S RESPONSIBILITIES AND AGREEMENTS: Until the Termination of this Agreement in accordance with Section 9(j):

(a) Debtor will furnish to Noteholder Representative upon Noteholder Representative's request a current list of all Trademarks registered with (or applications pending with) the United States Patent and Trademark Office, and all other information in connection with the Trademark Collateral as Noteholder Representative may request in its reasonable discretion, all in reasonable detail, and further execute and deliver such supplemental instruments, in the form of assignments or otherwise, as Noteholder Representative shall require in its reasonable discretion for the purpose of confirming and perfecting Noteholder Representative's security interest in any or all of the Trademark Collateral;

(b) Should Debtor obtain an ownership interest in any Trademarks registered with (or applications pending with) the United States Patent and Trademark Office that are not now identified in Schedule I, (i) Debtor will give prompt written notice to Noteholder Representative of any such Trademarks, (ii) the provisions of Section 2 shall automatically apply to the Trademarks (exclusive of any Intent to Use Applications) acquired or obtained, and (iii) each of such Trademark Licenses and Trademarks (exclusive of any Intent to Use Applications), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral under this Section 6(b). Upon any such notice by Debtor to Noteholder Representative, Debtor authorizes Noteholder Representative to modify this Agreement solely to amend Schedule I, which schedule will be thereby automatically amended to include any Trademarks which shall become part of the Trademark Collateral under this Section 6(b);

(c) To the extent that Debtor determines in its reasonable discretion that it is in Debtor's best interest to do so, Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each registered Trademark and to pursue each item of Trademark Collateral, including the filing of applications, applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings. Any expenses incurred in connection with such activities shall be borne by Debtor. Debtor shall not abandon (i) any registration of or any item of Trademark Collateral, (ii) any right to file an application for Trademark registration, or any pending application, registration, or Trademark or (iii) any pending application, registration or Trademark, unless, in each case, the goodwill of the business connected with and symbolized by such application, registration, or Trademark is not material in the conduct of Debtor's Business;

(d) Where one of the following could reasonably be expected to have a Material Adverse Effect, Debtor will notify Noteholder Representative promptly in writing (i) of any information which Debtor has received, or may expect to receive, which might in any way materially adversely affect the value of the Trademark Collateral or the rights of the Secured Creditors with respect thereto; (ii) when Debtor has Knowledge (A) that any of the Trademark Collateral may become abandoned or dedicated or (B) of any adverse written determination by a court or other Governmental Authority (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any item of the Trademark Collateral;

(e) If Debtor becomes aware that any item of the Trademark Collateral that is necessary or material to its business is infringed or misappropriated by any Person (an "Infringement"), Debtor will promptly notify Noteholder Representative and will, to the extent that Debtor determines in its discretion,

exercised in a commercially reasonable manner, that it is in Debtor's best interest to do so, promptly sue for Infringement and for recovery of all damages caused by such Infringement, and will take all other commercially reasonable actions under the circumstances in any such Infringement suit to protect the Trademark Collateral subject to such Infringement suit. Any expense incurred in connection with the foregoing activities will be borne by Debtor;

(f) Except as expressly permitted by this Agreement or as expressly permitted by the Note Purchase Agreement, Debtor will not (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral; (ii) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except for Permitted Liens and as may otherwise be disclosed in Schedule I; or (iii) take any other action in connection with any of the items of Trademark Collateral that could materially impair the value of the interests or rights of Debtor or the Secured Creditors in, to or under such Trademark Collateral;

(g) Debtor will exercise commercially reasonable efforts to ensure that reasonable and proper statutory notice is used in connection with its use of each registered Trademark in its business; and

(h) Debtor will pay all expenses and reasonable attorneys' fees and expenses incurred by Noteholder Representative in the exercise (including enforcement) of its rights or remedies under this Agreement or applicable law; and Debtor agrees that said fees and expenses shall constitute part of the Obligations and be secured by the Trademark Collateral and the other Notes Collateral.

7. POWER OF ATTORNEY: Debtor hereby (a) makes, constitutes and appoints Noteholder Representative (with full power of substitution) its true and lawful attorney in fact: (i) to execute and/or authenticate on its behalf, after Debtor's failure to so act after Noteholder Representative's reasonable written request therefor, and/or file financing statements reflecting its security interest in the Trademark Collateral and any other documents necessary or desirable to perfect or otherwise further the security interest granted herein, (ii) to record the security interest in any and all Trademark Collateral in favor of Noteholder Representative with the United States Patent and Trademark Office (and each other applicable Governmental Authority), (iii) to execute and/or authenticate on its behalf and/or file any other documents necessary or desirable to perfect or otherwise protect or maintain the security interest granted herein and (iv) upon the occurrence and during the continuance of an Event of Default: (1) to file any claims or take any action or institute any proceedings that Noteholder Representative may deem necessary or desirable for the collection of any of the Trademark Collateral, (2) to assign of record in the United States Patent and Trademark Office (and each other applicable Governmental Authority) any and all of the Trademark Collateral in Noteholder Representative's name (or the name of any nominee), or (3) otherwise to enforce the rights of the Secured Creditors with respect to any of the Trademark Collateral, and (b) specifically authorizes Noteholder Representative as its true and lawful attorney in fact to act in accordance with the above. It is understood and agreed that the foregoing power of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until the Termination of this Agreement in accordance with Section 9(j) of this Agreement.

8. DEFAULT:

(a) After the occurrence and during the continuance of an Event of Default:

(i) Noteholder Representative may, at Noteholder Representative's option, resort to the rights and remedies available at law, in equity and under this Agreement and the other Notes Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including, without limitation, (A) causing the assignment of record in the United States Patent and Trademark Office (or any

other applicable governmental authority) of the Trademark Collateral in Noteholder Representative's name or in the name of any nominee of Noteholder Representative; (B) licensing the Trademark Collateral or any part thereof, or assigning its rights to the Trademark Licenses to the extent permitted by applicable agreements, to any Person and exercising any and all rights and remedies of the Secured Creditors under or in connection with the Trademark Licenses or otherwise in respect of the Trademark Collateral (and Noteholder Representative is also hereby granted a non-exclusive, royalty-free license to use the Trademark Collateral in completing production of, advertising for sale, and selling any Trademark Collateral); and (C) selling the Trademark Collateral at public or private sale, and Debtor will, after the Payment in Full of the Obligations, be credited with the net proceeds of such sale only when they are actually received by Noteholder Representative, and any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to Debtor ten (10) days prior to such disposition;

(ii) Debtor will, upon written request, assemble any records pertaining to the Trademark Collateral and make them available at a place reasonably designated by Noteholder Representative; and

(iii) Noteholder Representative may, at Noteholder Representative's option and without notice to Debtor, apply for and have a receiver appointed under state or federal law by a court of competent jurisdiction in any action taken by Noteholder Representative to enforce its rights and remedies under this Agreement and, as applicable, the other Notes Documents in order to manage, protect, preserve, and sell and otherwise dispose of all or any portion of the Trademark Collateral and/or continue the operation of the Business of Debtor, and to collect all revenues and profits thereof and apply the same to the payment of all reasonable expenses and other charges of such receivership, including the compensation of the receiver, and to the payment of the Obligations until a sale or other disposition of such Trademark Collateral is finally made and consummated.

(b) No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Notes Documents or now or hereafter existing at law or in equity or by statute. Noteholder Representative may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Noteholder Representative or any other Secured Creditor to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

(c) Debtor acknowledges and agrees that Noteholder Representative shall have no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Noteholder Representative to: (i) prepare any of the Trademark Collateral for sale, (ii) pursue any Person to collect any of the Obligations or (iii) exercise collection remedies against any Persons obligated on the Trademark Collateral. Noteholder Representative's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

9. GENERAL PROVISIONS:

(a) All rights of Noteholder Representative shall inure to the benefit of the Secured Creditors and their successors, assigns and affiliates and all obligations of Debtor shall bind the successors and assigns of Debtor.

(b) This Agreement and the other Notes Documents contain the entire agreement of the

parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement. Without limiting the generality of the foregoing, (i) all of the covenants, representations, warranties, terms and provisions of the Security Agreement dated as of the date of this Agreement among Debtor, Holdings, Nekoosa, RTape, and Noteholder Representative (as amended, modified, restated, supplemented or replaced from time to time, the “General Security Agreement”) are hereby incorporated into this Agreement *mutatis mutandis* and made applicable to all of the Trademark Collateral as if fully rewritten herein and (ii) the Trademark Collateral will be “Collateral” for all purposes of the General Security Agreement. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Noteholder Representative’s Lien on, the “Collateral” as defined in the General Security Agreement or any of the Secured Creditors’ rights or remedies respecting the “Collateral.” This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed by and construed in accordance with the local laws of the State of New York (without regard to New York conflicts of law principles).

(d) If any provision of this Agreement is found invalid, illegal or unenforceable by a court of competent jurisdiction, the invalid, illegal or unenforceable term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Debtor hereby irrevocably authorizes Noteholder Representative to file and/or record with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) to record or perfect Noteholder Representative’s interest in the Trademark Collateral. Debtor also hereby irrevocably authorizes Noteholder Representative at any time and from time to time to file and/or record in any filing office in any jurisdiction any initial financing statements and amendments thereto that (i) describe the Trademark Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment with respect to any Trademark Collateral, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Noteholder Representative at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Debtor as debtor and Noteholder Representative as secured party. Noteholder Representative is hereby authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or enforce the security interest granted to Noteholder Representative in the Trademark Collateral.

(f) No Secured Creditor shall have any duty of care with respect to the Trademark Collateral except that a Secured Creditor shall exercise reasonable care with respect to the Trademark Collateral in such Secured Creditor’s custody. Each Secured Creditor shall be deemed to have exercised reasonable care if (i) such property is accorded treatment substantially equal to that which such Secured Creditor accords its own property or (ii) such Secured Creditor takes such action with respect to the Trademark Collateral as Debtor shall reasonably request in writing. No Secured Creditor will be deemed to have,

and nothing in this subparagraph (f) may be construed to deem that any Secured Creditor has, failed to exercise reasonable care in the custody or preservation of Trademark Collateral in its possession merely because either (A) such Secured Creditor failed to comply with any request of Debtor or (B) such Secured Creditor failed to take steps to preserve rights against any Persons in such property. Debtor agrees that no Secured Creditor has any obligation to take steps to preserve rights against any prior parties.

(g) The definition of any agreement, document or instrument includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, modifications, restatements and amendments thereof to the extent such are not prohibited by the terms of any Notes Document. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. Without limiting the generality of the foregoing, this Agreement is not in any way intended, nor may it be construed, to replace, impair or extinguish the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Noteholder Representative under the General Security Agreement or any other Notes Documents, which security interests and other Liens, Debtor, by this Agreement, acknowledges, reaffirms and confirms to Noteholder Representative.

(h) EACH SECURED CREDITOR AND DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(i) The remedies provided in this Agreement and the other Notes Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Noteholder Representative does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or inconsistency, in Noteholder Representative's reasonable discretion, between the terms of this Agreement and any of the other Notes Documents, then the applicable terms and provisions, in Noteholder Representative's reasonable discretion, providing the Secured Creditors with the greater rights, remedies, powers, privileges, or benefits will control.

(j) This Agreement will automatically terminate ("Termination") on the Payment in Full of the Obligations. Upon such Termination, the Lien on the Trademark Collateral granted hereunder shall automatically be released without further action of Noteholder Representative, and Noteholder Representative will, promptly upon Debtor's request and at Debtor's expense, execute and deliver to Debtor a release of the Lien granted to Noteholder Representative hereunder on the Trademark Collateral or similar instrument of re-conveyance prepared by Noteholder Representative and deliver UCC termination statements or the like with respect to the Lien granted to Noteholder Representative hereunder on the Trademark Collateral.


(k) As between Noteholder Representative and the other Secured Creditors: (i) Noteholder Representative will hold all items of the Trademark Collateral at any time received under this Agreement in accordance with the terms of this Agreement, the Note Purchase Agreement and the other Notes Documents, as applicable, and (ii) by accepting the benefits of this Agreement, each Noteholder acknowledges and agrees that (A) the obligations of Noteholder Representative as holder of the Trademark Collateral and any interests therein and with respect to any disposition of any of the Trademark Collateral or any interests therein are only those obligations expressly set forth in this Agreement, the Note Purchase Agreement, and the other Notes Documents, as applicable, and (B) this

Agreement may be enforced only by the action of Noteholder Representative and that no other Secured Creditor shall have any right individually to seek to enforce or to enforce this Agreement, it being understood and agreed that such rights and remedies may be exercised by Noteholder Representative, for the benefit of the Secured Creditors, upon the terms of this Agreement, the Note Purchase Agreement, and the other Notes Documents, as applicable. As between Debtor and Noteholder Representative, Noteholder Representative shall be conclusively presumed to be acting as agent for the Secured Creditors with full and valid authority to so act or refrain from acting.

[Signature page follows]

IN WITNESS WHEREOF, Noteholder Representative and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

NGPC ASSET HOLDINGS, LP, as Noteholder
Representative

By: 
Name: Stephen K. Gardner
Title: President and CEO

CET FILMS CORP.

By: _____
Name: Paul Charapata
Title: President & CEO

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT
(CET FILMS - MAGNECOTE)

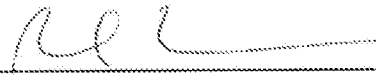
TRADEMARK
REEL: 005115 FRAME: 0793

IN WITNESS WHEREOF, Noteholder Representative and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

NGPC ASSET HOLDINGS, LP, as Noteholder
Representative

By: _____
Name: Stephen K. Gardner
Title: President and CEO

CET FILMS CORP.

By:  _____
Name: Paul Charapata
Title: President & CEO

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT
(CET FILMS - MAGNECOTE)

TRADEMARK
REEL: 005115 FRAME: 0794

SCHEDULE I
TRADEMARKS AND LICENSES

U.S. Federally-Registered Trademarks

| Mark | Serial No. | Reg. No. | Owner | Status |
|--------------------|-------------------|-----------------|-----------------|---------------------------|
| MAGNECOTE & Design | 85/457536 | 4,157,849 | CET Films Corp. | Registered June 12, 2012. |
| MAGNECOTE | 85/457526 | 4,157,848 | CET Films Corp. | Registered June 12, 2012. |

Trademark Licenses

None.