

## 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
Burrows Paper Corporation		10/29/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as assignee of Bank of America Leasing & Capital, LLC		
Street Address:	185 Asylum Street		
Internal Address:	CityPlace I, 35th Floor		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103		
Entity Type:	national banking institution: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86049232	LIGHTER IS BETTER	
CORRESPONDENCE DATA			
Fax Number:	8602758299		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	860-275-8285		
Email:	jscheib@rc.com		
Correspondent Name:	Jacqueline P. Scheib		
Address Line 1:	280 Trumbull Street		
Address Line 2:	Robinson & Cole LLP		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Jacqueline P. Scheib		
Signature:	/Jacqueline P. Scheib/		
Date:	10/31/2013		
Total Attachments: 3 source=BurrowsTSA#page1.tif source=BurrowsTSA#page2.tif source=BurrowsTSA#page3.tif			

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**THIRD AMENDMENT TO  
TRADEMARK SECURITY AGREEMENT**

This Third Amendment to Trademark Security Agreement (this "**Amendment**") is made this 21 day of October, 2013 by and between **BURROWS PAPER CORPORATION**, a New York corporation ("**Debtor**") and **BANK OF AMERICA, N.A.**, a national banking institution ("**Lender**"), as assignee of Bank of America Leasing & Capital, LLC (successor to Fleet Capital Corporation).

**WHEREAS**, Debtor and Lender are parties to (a) that certain Loan and Security Agreement dated November 5, 2004 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the "**Loan and Security Agreement**"), and (b) that certain Trademark Security Agreement dated November 5, 2004, as amended and restated by that certain Amended and Restated Trademark Security Agreement dated September 8, 2009 and that certain Second Amended and Restated Trademark Security Agreement dated November 30, 2011 (as so amended and restated and as further amended, supplemented or otherwise modified from time to time prior to the date hereof, the "**Trademark Security Agreement**");

**WHEREAS**, pursuant to the Loan and Security Agreement and the Trademark Security Agreement, Debtor has, among other things, granted to Lender a continuing lien on and security interest in all of Debtor's now existing and hereafter acquired or arising trademarks, trademark applications and other Collateral (as such term is defined in the Trademark Security Agreement); and

**WHEREAS**, pursuant to Section 6 of the Trademark Security Agreement, Debtor and Lender desire to amend Schedule A of the Trademark Security Agreement in order to reflect Lender's liens on and security interests in new trademark rights acquired by Debtor since November 30, 2011.


**NOW THEREFORE**, in consideration of the mutual promises, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Schedule A to the Trademark Security Agreement is hereby amended by adding the trademark items disclosed on Schedule A attached hereto to this Amendment.
2. Except as otherwise expressly provided by this Amendment, all of the respective terms, conditions and provisions of the Loan and Security Agreement and the Trademark Security Agreement shall remain unmodified and in full force and effect.
3. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

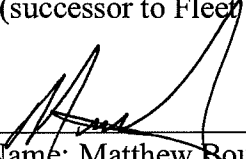
*[next page is the signature page]*

**IN WITNESS WHEREOF**, each party has signed this Third Amendment to Trademark Security Agreement as of the date first set forth above.

**BURROWS PAPER CORPORATION**

By:   
Name: Philip G. Paras  
Title: Senior Vice President and CFO

**BANK OF AMERICA, N.A.,**  
as assignee of Banc of America Leasing & Capital,  
LLC (successor to Fleet Capital Corporation)

By:   
Name: Matthew Bourgeois  
Title: Senior Vice President

**Schedule A**

Pending U.S. Trademark Application

<b>Application No.</b>	<b>Application Date</b>	<b>Mark</b>	<b>Owner</b>
86/049,232	08/27/13	LIGHTER IS BETTER	Burrows Paper Corporation