

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
Paper Partners Wipes, LLC		11/27/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	Wells Fargo Bank, National Association
Street Address:	1100 Abernathy Road
Internal Address:	Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	78021660	WHITE CLOUD
Serial Number:	78021264	WHITE CLOUD
Serial Number:	78021261	WHITE CLOUD

CORRESPONDENCE DATA	
Fax Number:	6785532693
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	678-553-2692
Email:	gurveys@gtlaw.com
Correspondent Name:	Greenberg Traurig LLP c/o Sheryl Gurvey
Address Line 1:	Terminus 200
Address Line 2:	3333 Piedmont Road, Suite 2500
Address Line 4:	Atlanta, GUAM 30305

ATTORNEY DOCKET NUMBER:	103274.018300
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CH \$90.00 78021660

NAME OF SUBMITTER:	Sheryl Gurvey
Signature:	/Sheryl Gurvey/
Date:	12/04/2013
Total Attachments: 7 source=Trademark Security Agreement (Albaad)#page1.tif source=Trademark Security Agreement (Albaad)#page2.tif source=Trademark Security Agreement (Albaad)#page3.tif source=Trademark Security Agreement (Albaad)#page4.tif source=Trademark Security Agreement (Albaad)#page5.tif source=Trademark Security Agreement (Albaad)#page6.tif source=Trademark Security Agreement (Albaad)#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 27th day of November, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among ALBAAD USA, INC., as parent and as a borrower ("Albaad USA"), and those Subsidiaries of Albaad USA which from time to time become party thereto as a "Borrower" pursuant to the terms thereof (Albaad USA, together with such Subsidiaries, each, a "Borrower," and, collectively, the "Borrowers"), the lenders party thereto from time to time as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender," and, collectively, as the "Lender Group") and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of November 27, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver

an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

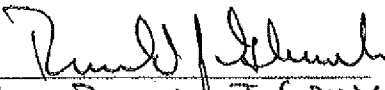
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

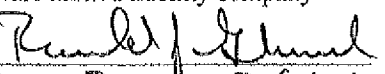
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

ALBAAD USA, INC., a North Carolina corporation

By: 
Name: RONALD J. GUBEK
Title: CEO

PAPER PARTNERS WIPES, LLC, a Delaware limited liability company

By: 
Name: RONALD J. GUBEK
Title: MANAGER

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

ALBAAD USA, INC., a North Carolina corporation

By: _____
Name: _____
Title: _____


PAPER PARTNERS WIPES, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By:  _____
Name: S. A. [unclear]
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Albaad USA, Inc.

Trademark	Country	Application/ Registration Number	Application/ Registration Date
LITE TIMES	USA	74368884/1803038	03/18/1993/11/09/1993
MOISTURE-MINDER	USA	76458606/2819032	10/16/2002/03/02/2004
SAFE & SOFT	USA (Hygienic Products)	74405039/1824883	06/24/1993/03/08/1994
	USA (Tampons)	75923988/2503067	02/22/2000/10/30/2001
BABYKINS	USA	78169390/2851952	09/30/2002/06/08/2004
MAXI-MINCES	Canada	0486243/TMA291729	04/30/1982/06/08/1984
MAXITHINS	USA (Panty Shields)	73479478/1315352	05/09/1984/01/22/1985
	USA (Tampons)	76020721/2447847	04/10/2000/05/01/2001
	USA (Sanitary Pads)	73299747/1220526	03/05/1981/12/21/1982
	Canada (Protectors)	46925600/279175	05/01/1981/04/29/1983
SUPRA-FIT	USA	77422172/3575167	03/14/2008/02/17/2009
SANIWRAP	USA	77428016/3575195	03/21/2008/02/17/2009
RE-FIT	USA	77422082/3582527	03/14/2008/03/03/2009
PRECIOUS	USA (Baby Wipes)	76276766/2858349	06/26/2001/06/29/2004
	USA (Training Pants)	76455686/2926628	10/04/2002/02/15/2005
	USA (Diapers)	74109311/1659713	10/26/1990/10/08/1991
	Mexico	391368/391368	06/04/1990/02/01/1991
	Columbia	95-27877/181314	06/23/1995/11/10/1995
AT EASE	Chile	719755/763172	02/17/1995/02/09/1996
	Peru	275110-2006/025170	09/13/1995/04/17/1996
	USA	73558640/1393753	09/16/1985/05/20/1986
	Mexico	169463/455956	06/03/1993/04/04/1994
QUICKSORB	USA	73612978/1435272	08/04/1986/04/07/1987
WARM BATH	USA	75435076/2230662	02/17/1998/03/09/1999
EVERYDAY	USA	73739760/1570595	07/14/1988/12/12/1989
OVERNITES	USA	76040569/2621948	05/04/2000/09/17/2002
COMFORTTEX	USA	76059069/2663986	05/26/2000/12/17/2002
D'LUCKS	USA	78860606/3332454	04/13/2006/11/06/2007
FAST N' CARE	USA	78860610/3332455	04/13/2006/11/06/2007

Paper Partners Wipes, LLC

Mark	Country	Registration/ Application Number	Registration/ Application Date
WHITE CLOUD	USA	78021660/2596036	08/17/2000/07/16/2002
WHITE CLOUD	USA	78021264/2604878	08/15/2000/08/06/2002
WHITE CLOUD	USA	78021261/2609868	08/15/2000/08/20/2002

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses