

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
CET FILMS CORP.		09/20/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	FIFTH THIRD BANK		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	BANKING CORPORATION: OHIO		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	4157849	MAGNECOTE	
Registration Number:	4157848	MAGNECOTE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	2025339099		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202-467-8800		
Email:	jspiantanida@vorys.com, dharcher@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255-IPLAW @VORYS		
Address Line 2:	Attn: Tanya Marie Curcio		
Address Line 4:	Columbus, OHIO 43216		
ATTORNEY DOCKET NUMBER:	005252-940/1707/TMSECAGMT		
NAME OF SUBMITTER:	Tanya Marie Curcio		
Signature:	/tanya marie curcio/		

CH \$65.00 4157849

Date:

01/16/2014

**Total Attachments: 5**

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**A FIFTH THIRD BANCORP BANK****FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into as of September 20, 2013 (the "Effective Date") by and between CET FILMS CORP., a Delaware corporation ("Debtor"), whose principal place of business and mailing address is 1650 Corporate Road West, Lakewood, NJ 08701, and FIFTH THIRD BANK, an Ohio banking corporation, as Agent for the benefit of the Secured Creditors (as defined in the Credit Agreement, as defined below) ("Agent") and is as follows:

**Preliminary Statements**

**A.** Debtor, Nekoosa Coated Products, LLC, a Delaware limited liability company, the other Borrowers party thereto, Agent, the LC Issuer (as defined in the Credit Agreement) and the Lenders (as defined in the Credit Agreement) from time to time party thereto entered into that certain Amended and Restated Credit Agreement dated as of April 22, 2013 (as amended, restated, supplemented, modified or otherwise revised from time to time, the "Credit Agreement").

**B.** In connection with the Credit Agreement, Debtor has executed and delivered to Agent the Trademark Security Agreement dated as of April 22, 2013 (the "Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Trademark Security Agreement.

**C.** Pursuant to, and in accordance with, the terms of the Credit Agreement and the other Loan Documents, Agent requires that this Amendment be executed and delivered by Debtor.

**Statement of Agreement**

In consideration of the mutual covenants and agreements set forth in the Credit Agreement, the other Loan Documents and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent and Debtor hereby agree as follows:

**1. Amendments to Trademark Security Agreement.** Schedule I to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule I. Accordingly, Debtor hereby acknowledges and agrees that each mark, registration, and application listed on the Supplement to Schedule I attached hereto and made a part hereof constitutes, and shall be deemed to be, part of the Trademark Collateral and the Trademarks (as each is defined in the Trademark Security Agreement) for all purposes of the Loan Documents.

2. **Default.** Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default (as defined in the Credit Agreement) under the Trademark Security Agreement.

3. **Continuing Effect of Trademark Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Without limiting the generality of the foregoing, Debtor ratifies and reaffirms any and all grants of Liens to Agent on the Trademark Collateral (including, without limitation, the Trademarks set forth on the Supplement to Schedule I attached hereto) as security for the Secured Obligations, and Debtor acknowledges and confirms that the grants of the Liens to Agent on the Trademark Collateral: (a) represent continuing Liens on all of the Trademark Collateral, (b) secure all of the Secured Obligations, and (c) represent valid and first priority Liens on all of the Trademark Collateral except to the extent of any Permitted Liens (as defined in the Credit Agreement).

4. **One Agreement; References; Fax Signature.** The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. Any reference in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

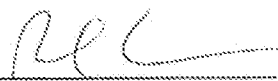
6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the local laws of the State of New York (without regard to conflicts of law principles).

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Agent as of the Effective Date.

**CET FILMS CORP.**

By:   
Paul Charapata, President and Chief Executive Officer

**FIFTH THIRD BANK, as Agent**

By: \_\_\_\_\_  
Douglas W. Motl, Vice President

SIGNATURE PAGE TO  
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT -- CET  
(NEKOOSA -- MAGNECOTE ACQUISITION)

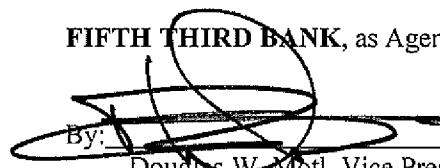
**TRADEMARK**  
**REEL: 005195 FRAME: 0593**

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Agent as of the Effective Date.

**CET FILMS CORP.**

By: \_\_\_\_\_  
Paul Charapata, President and Chief Executive  
Officer

**FIFTH THIRD BANK, as Agent**

By:  \_\_\_\_\_  
Douglas W. Motl, Vice President

**SCHEDULE I**  
**TRADEMARKS**

Trademark	Status	Serial Number	Filing Date	Registration Number	Registration Date
MAGNECOTE and design	Registered	85457536	October 27, 2011	4,157,849	June 12, 2012
MAGNECOTE	Registered	85457526	October 27, 2011	4,157,848	June 12, 2012

Licenses:

None.