

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319005

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|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Release of Security Interest in Intellectual Property (Reel: 4294 / Frame:0160) |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|-----------------------|
| Computershare Trust Company of Canada, as Agent | | 10/01/2014 | Trust Company: CANADA |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | Tembec, as Grantor |
| Street Address: | 800 Rene-Levesque Blvd. West, Suite 1050 |
| City: | Montreal |
| State/Country: | QUEBEC |
| Postal Code: | H3B 1X9 |
| Entity Type: | General Partnership: CANADA |
| Name: | Tembec Industries Inc., a Canadian Corporation, as Grantor |
| Street Address: | 800 Rene-Levesque Blvd. West, Suite 1050 |
| City: | Montreal |
| State/Country: | CANADA |
| Postal Code: | H3B 1X9 |
| Entity Type: | CORPORATION: CANADA |
| Name: | Tembec Inc., a Canadian Corporation, as Grantor |
| Street Address: | 800 Rene-Levesque Blvd. West, Suite 1050 |
| City: | Montreal |
| State/Country: | CANADA |
| Postal Code: | H3B 1X9 |
| Entity Type: | CORPORATION: CANADA |

PROPERTY NUMBERS Total: 17

| Property Type | Number | Word Mark |
|-----------------------------|---------|---|
| Registration Number: | 2748320 | ARBO |
| Registration Number: | 3418805 | CHEMISTRY, THE NATURAL WAY |
| Registration Number: | 2268140 | FOREVER GREEN |
| Registration Number: | 2291926 | IMPACT ZERO |
| Registration Number: | 2937573 | KALLIMA |
| Registration Number: | 1851089 | KALLIMA |
| Registration Number: | 3056973 | KALLIMA INFINITE POSSIBILITIES TRADEMARK |

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------|
| Registration Number: | 1888440 | RECYKAL |
| Registration Number: | 2467413 | TDS |
| Registration Number: | 4061797 | TEMBEC |
| Registration Number: | 3836418 | TEMBEC CELLUTIONS |
| Registration Number: | 1643568 | TEMBOARD |
| Registration Number: | 1783765 | TEMCELL |
| Registration Number: | 2105937 | TEMLINER |
| Registration Number: | 3700661 | TEMPRO |
| Registration Number: | 3438867 | TEMPRO FJ |
| Registration Number: | 3190481 | TEMTATION |

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Ken Tan, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

| | |
|---------------------------|---------------------------------|
| NAME OF SUBMITTER: | Elaine Carrera, Legal Assistant |
| SIGNATURE: | /Marina Kelly, Thomson Reuters/ |
| DATE SIGNED: | 10/03/2014 |

Total Attachments: 7

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Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name and address of receiving party(ies)

- 2) Tembec Industries Inc., a Canadian Corporation, as Grantor
Citizenship – Canada
800 René-Lévesque Blvd. West, Suite 1050
Montréal, Québec H3B 1X9

- 3) Tembec Inc., a Canadian Corporation, as Grantor
Citizenship – Canada
800 René-Lévesque Blvd. West, Suite 1050
Montréal, Québec H3B 1X9

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”), dated as of October 1, 2014 (the “Effective Date”), is made by Computershare Trust Company of Canada, in its capacity as Collateral Agent (the “Agent”), in favor of Tembec Industries Inc., Tembec Inc. and Tembec (the “Grantors”).

WHEREAS, the Grantors entered into an Indenture, dated as of August 17, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “Indenture”), with the Agent, Wilmington Trust, National Association, as Trustee, and the other parties thereto. Terms defined in the Indenture and not otherwise defined herein are used herein as defined in the Indenture.

WHEREAS, pursuant to the Security Agreement, the Grantors granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered an Intellectual Property Security Agreement, dated as of August 17, 2010 (the “Intellectual Property Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Patent Intellectual Property Security Agreement were recorded with the United States Patent and Trademark Office on October 11, 2010 at Reel/Frame 025114/0365;

WHEREAS, the Trademark Intellectual Property Security Agreement were recorded with the United States Patent and Trademark Office on October 11, 2010 at Reel/Frame 4294/0160;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Intellectual Property Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Patent Collateral, including the patents set forth on Schedule A attached hereto, and the Trademark Collateral, including the trademark registrations set forth on Schedule B attached hereto, arising under the Security Agreement and the Intellectual Property Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Patent Collateral and/or the Trademark Collateral under the Intellectual Property Security Agreement, the Agent, without representation or warranty of any kind, hereby transfers, conveys and assigns such right, title or interest to the Grantors.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Intellectual Property Security Agreement.

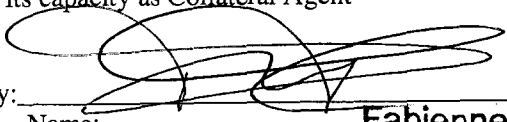
4. Further Assurances. The Agent shall take all further actions, and provide to the Grantors and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.


5. Governing Law. This Release shall be governed exclusively under the laws of the state of New York, without regard to conflicts of law or choice of law principles.

[signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

Computershare Trust Company of Canada,
in its capacity as Collateral Agent

By: 
Name: **Fabienne Pinatel**
Title: **Gestionnaire fiduciaire
Corporate Trust Officer**

By: 
Name: **Ekaterini Galouzis**
Title: **Gestionnaire fiduciaire adjointe
Associate Trust Officer**

[IP Security Release Agreement]

TRADEMARK
REEL: 005374 FRAME: 0663

SCHEDULE A

Patents

| Title | Patent No. / Date | App. No. / Filed | Owner |
|---|--------------------------|-------------------------|------------------------------|
| COMPACT SMALL DIMETER LOG SAWMILL | 5915429 19990629 | 08/866411 19970530 | Tembec (General Partnership) |
| LIGNOCELLULOSE FIBER-RESIN COMPOSITE MATERIAL | 7396438 20080708 | 10/666266 20030922 | Tembec (General Partnership) |
| RAILWAY GROUND CROSSTIE | 7802736 20100928 | 11/816429 20060310 | Tembec (General Partnership) |

Trademarks

| Trademark | Reg. No. / Date | App. No. / Filed | Owner |
|--------------------------------------|------------------------|-------------------------|------------------------------|
| ARBO | 2748320 05-AUG-2003 | 76327208 19-OCT-2001 | Tembec (General Partnership) |
| CHEMISTRY, THE NATURAL WAY | 3418805 29-APR-2008 | 76555691 30-OCT-2003 | Tembec (General Partnership) |
| FOREVER GREEN | 2268140 10-AUG-1999 | 75312333 20-JUN-1997 | Tembec (General Partnership) |
| IMPACT ZERO | 2291926 16-NOV-1999 | 75312492 20-JUN-1997 | Tembec (General Partnership) |
| KALLIMA | 2937573 05-APR-2005 | 76583978 30-MAR-2004 | Tembec (General Partnership) |
| KALLIMA | 1851089 23-AUG-1994 | 74359971 17-FEB-1993 | Tembec (General Partnership) |
| KALLIMA INFINITE POSSIBILITIES | 3056973 07-FEB-2006 | 76627094 06-JAN-2005 | Tembec (General Partnership) |
| RECYKAL | 1888440 11-APR-1995 | 74507437 31-MAR-1994 | Tembec (General Partnership) |
| TDS | 2467413 10-JUL-2001 | 75894455 12-JAN-2000 | Tembec (General Partnership) |
| TEMBEC | 4061797 29-NOV-2011 | 77584426 02-OCT-2008 | Tembec (General Partnership) |
| TEMBEC CELLUTIONS | 3836418 24-AUG-2010 | 76649106 21-OCT-2005 | Tembec (General Partnership) |
| TEMBOARD | 1643568 07-MAY-1991 | 73819408 15-AUG-1989 | Tembec (General Partnership) |
| TEMCELL | 1783765 27-JUL-1993 | 74328293 04-NOV-1992 | Tembec (General Partnership) |
| TEMLINER | 2105937 14-OCT-1997 | 75089239 16-APR-1996 | Tembec (General Partnership) |
| TEMPRO | 3700661 27-OCT-2009 | 77050394 24-NOV-2006 | Tembec (General Partnership) |
| TEMPRO FJ | 3438867 03-JUN-2008 | 77059347 07-DEC-2006 | Tembec (General Partnership) |
| TEMTATION | 3190481 02-JAN-2007 | 76617362 21-OCT-2004 | Tembec (General Partnership) |