

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319191

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tembec Industries Inc., as Grantor		10/01/2014	CORPORATION: CANADA
Tembec, a Canadian General Partnership, as Grantor		10/01/2014	Canadian General Partnership: CANADA

RECEIVING PARTY DATA

Name:	Computershare Trust Company of Canada, as Collateral Agent
Street Address:	1500 University, Suite 700
City:	Montreal
State/Country:	CANADA
Postal Code:	H3A 3S8
Entity Type:	Trust Company: CANADA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2748320	ARBO
Registration Number:	3418805	CHEMISTRY, THE NATURAL WAY
Registration Number:	4184610	ECORESIN
Registration Number:	2268140	FOREVER GREEN
Registration Number:	2291926	IMPACT ZERO
Registration Number:	2937573	KALLIMA
Registration Number:	1851089	KALLIMA
Registration Number:	3056973	KALLIMA INFINITE POSSIBILITIES
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:	4395863	TEPLUS
Registration Number:	3700661	TEMPRO
Registration Number:	3438867	TEMPRO FJ

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4395874	TEMSELECT
Registration Number:	3190481	TEM TATION

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:	Ken Tan, Legal Assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	10/06/2014

Total Attachments: 9

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

1) Tembec Industries Inc., as Grantor

- Individual(s)
- Partnership
- Corporation- State: Canada
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Canada

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 1, 2014

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Computershare Trust Company of Canada, as Collateral Agent

Street Address: 1500 University, Suite 700

City: Montreal

State: Quebec

Country: Canada Zip: H3A 3S8

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Trust Company Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Ken Tan, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3804

Docket Number: 05501.0252

Email Address: KTan@cahill.com

6. Total number of applications and registrations involved:

20

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature
Ken Tan

10/02/2014

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of October 1, 2014, is made by TEMBEC INDUSTRIES INC. and TEMBEC (the “Grantors”) in favor of Computershare Trust Company of Canada, as the collateral agent (the “Collateral Agent”) with respect to the Note Obligations (as defined in the Indenture referred to below) and the Permitted Additional Pari Passu Obligations (as defined in the Indenture).

WHEREAS, the Grantors have entered into an Indenture dated as of October 1, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Indenture”), with the Collateral 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, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, a security interest in, among other property, all Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and other Governmental Authorities.

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

SECTION 1. Grant of Security. The Grantors hereby grant to the Collateral Agent, a security interest in all of such Grantors' right, title and interest in and to the following (the “Collateral”):

- (i) the patents set forth in Schedule A hereto (the “Patents”);
- (ii) the trademark registrations set forth in Schedule B hereto, together with the goodwill symbolized thereby (the “Trademarks”);
- (iii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantors accruing thereunder or pertaining thereto;
- (iv) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (v) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantors under this IP Security Agreement secures the prompt and complete payment and performance when due of all Obligations of such Grantors, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantors authorize and request that the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantors do hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Consent to Jurisdiction; Waiver of Trial by Jury; Service of Process

The parties to this IP Security Agreement each hereby irrevocably submit to the non-exclusive jurisdiction of any New York State or federal court sitting in the Borough of Manhattan in The City of New York in any action or proceeding arising out of or relating to this IP Security Agreement, and all such parties hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such New York State or federal court and hereby irrevocably waive, to the fullest extent that they may legally do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

By the execution and delivery of this IP Security Agreement, the Grantors (i) acknowledge that they have irrevocably designated and appointed CT Corp., 111 Eighth Avenue, New York, NY 10011 (or any successor) (together with any successor, the "Agent for Service"), as their authorized agent upon which process may be served in any suit, action or proceeding arising out of or relating to this IP Security Agreement that may be instituted in any federal or state court located in the Borough of Manhattan in the City of New York and acknowledge that the Agent for Service has accepted such designation and (ii) agree that service

of process upon the Agent for Service (or any successor) shall be deemed in every respect effective service of process upon the Grantors in any such suit, action or proceeding. The Grantors further agree to take any and all action, including the execution and filing of any and all such documents and instruments, as may be necessary to continue such designation and appointment of the Agent for Service in full force and effect until the discharge of this IP Security Agreement.

IN WITNESS WHEREOF, the Grantors have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

[Signature Page Follows]

TEMBEC INDUSTRIES INC.

By: 

Name: Michel J. Dumas

Title: EVP, Finances & CFO

TEMBEC

By: Tembec Industries Inc. in its capacity as sole
managing partner

By: 

Name: Michel J. Dumas

Title: EVP, Finances & CFO

Address for Notices:

800 Rene-Levesque Blvd. West
Suite 1050
Montreal, Quebec
H3B 1X9
Attention: Chief Financial Officer
Fax: 514.397.0896

[IP Security Agreement]

TRADEMARK
REEL: 005375 FRAME: 0783

Schedule A - Patents and Patent Applications

Country	Patent	Patent No. / Date	App. No. / Filed	Owner	Status
US	COMPACT SMALL DIMETER LOG SAWMILL	5915429 19990629	08/866411 19970530	Tembec (General Partnership)	Granted
US	LIGNOCELLULOSE FIBER-RESIN COMPOSITE MATERIAL	7396438 20080708	10/666266 20030922	Tembec (General Partnership)	Granted
US	LIGNOCELLULOSE FIBER-RESIN COMPOSITE MATERIAL	7628889 20091208	12/135398 20080609	Tembec Industries Inc.	Granted
US	LIGNOCELLULOSE FIBER-RESIN COMPOSITE MATERIAL	8202398 20120619	12/606277 20071027	Tembec Industries Inc.	Granted
US	LIGNOCELLULOSE FIBER-RESIN COMPOSITE MATERIAL	8444822 20130521	13/475120 20150518	Tembec Industries Inc.	Granted
US	RAILWAY GROUND CROSSTIE	7802736 20100928	11/816429 20060310	Tembec (General Partnership)	Granted

Schedule B - Trademarks and Trademark Applications

Country	Mark	Reg. No. / Date	App. No. / Filed	Owner	Status
United States	ARBO	2748320 05-AUG-2003	76327208 19-OCT-2001	Tembec (General Partnership)	Registered
United States	CHEMISTRY, THE NATURAL WAY	3418805 29-APR-2008	76555691 30-OCT-2003	Tembec (General Partnership)	Registered
United States	ECORESIN	4184610 07-AUG-2012	76597197 14-JUN-2004	A.R.C. Resins Corporation [Note: Assignment to Tembec Industries Inc. in progress.]	Registered
United States	FOREVER GREEN	2268140 10-AUG-1999	75312333 20-JUN-1997	Tembec (General Partnership)	Registered
United States	IMPACT ZERO	2291926 16-NOV-1999	75312492 20-JUN-1997	Tembec (General Partnership)	Registered
United States	KALLIMA	2937573 05-APR-2005	76583978 30-MAR-2004	Tembec (General Partnership)	Registered
United States	KALLIMA	1851089 23-AUG-1994	74359971 17-FEB-1993	Tembec (General Partnership)	Registered
United States	KALLIMA INFINITE POSSIBILITIES	3056973 07-FEB-2006	76627094 06-JAN-2005	Tembec (General Partnership)	Registered
United States	RECYKAL	1888440 11-APR-1995	74507437 31-MAR-1994	Tembec (General Partnership)	Registered
United States	TDS	2467413 10-JUL-2001	75894455 12-JAN-2000	Tembec (General Partnership)	Registered
United States	TEMBEC	4061797 29-NOV-2011	77584426 02-OCT-2008	Tembec (General Partnership)	Registered

Country	Mark	Reg. No. / Date	App. No. / Filed	Owner	Status
United States	TEMBEC CELLUTIONS	3836418 24-AUG-2010	76649106 21-OCT-2005	Tembec (General Partnership)	Registered
United States	TEMBOARD	1643568 07-MAY-1991	73819408 15-AUG-1989	Tembec (General Partnership)	Registered
United States	TEMCELL	1783765 27-JUL-1993	74328293 04-NOV-1992	Tembec (General Partnership)	Registered
United States	TEMLINER	2105937 14-OCT-1997	75089239 16-APR-1996	Tembec (General Partnership)	Registered
United States	TEMPPLUS	4395863 03-SEP-2013	85832671 25-JAN-2013	Tembec (General Partnership)	Registered
United States	TEMPRO	3700661 27-OCT-2009	77050394 24-NOV-2006	Tembec (General Partnership)	Registered
United States	TEMPRO FJ	3438867 03-JUN-2008	77059347 07-DEC-2006	Tembec (General Partnership)	Registered
United States	TEMSELECT	4395874 03-SEP-2013	85832739 25-JAN-2013	Tembec (General Partnership)	Registered
United States	TEMTATION	3190481 02-JAN-2007	76617362 21-OCT-2004	Tembec (General Partnership)	Registered