

03-21-2001

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TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other \_\_\_\_\_

Effective Date  
Month Day Year  
02 22 2001

Conveying Party

Mark if additional names of conveying parties attached

Name Samoa Pacific Cellulose, LLC

Execution Date  
Month Day Year  
02 22 2001

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other Limited Liability Company
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name PPM Finance, Inc., as Agent

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 225 West Wacker

Address (line 2) Suite 1200

Address (line 3) Chicago IL 60606

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization \_\_\_\_\_

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

03/20/2001 610411 00000149 2203040  
49.00 DP  
25.00 DP

Public burden reporting for this collection of information is estimated to average approximately 20 minutes per Cover Sheet to be recorded, including time for reviewing the documents gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0851-0027), Washington, D.C. 20502. See OMB Information Collection Budget Package 0851-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

[Empty text box]

Address (line 1)

[Empty text box]

Address (line 2)

[Empty text box]

Address (line 3)

[Empty text box]

Address (line 4)

[Empty text box]

**Correspondent Name and Address**

Area Code and Telephone Number

312/993-2637

Name

Jehan Gammal

Address (line 1)

233 South Wacker Drive

Address (line 2)

Suite 5800

Address (line 3)

Sears Tower

Address (line 4)

Chicago, Illinois 60606

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

5

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

[Empty text boxes for Trademark Application Number(s)]

2203040  
2079554

Number of Properties

Enter the total number of properties involved.

#

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jehan Gammal

Name of Person Signing

Jehan Gammal

Signature

3/2/01

Date Signed

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 22, 2001, by SAMOA PACIFIC CELLULOSE, LLC, a Delaware limited liability company ("Grantor"), in favor of PPM FINANCE, INC., a Delaware corporation, in its capacity as Agent for Purchasers, LPS Corporation, as Purchaser under the Purchase Agreement ("LPS") and Louisiana-Pacific Corporation as lender under the Credit Agreement ("LPC").

### WITNESSETH:

WHEREAS, pursuant to that certain Term Note Purchase Agreement dated as of the date hereof by and between Grantor, Agent and the Persons signatory thereto from time to time as Purchasers (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Term Note Purchase Agreement"), Purchasers have agreed to extend certain financial accommodations to the Grantor;

WHEREAS, pursuant to that certain 18% Senior Subordinated Secured Note Purchase Agreement dated as of the date hereof by and between Grantor and LPS (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Purchase Agreement"), LPS has agreed to purchase certain notes of Grantor;

WHEREAS, pursuant to that certain Bridge Loan Credit Agreement dated as of the date hereof by and between Grantor and LPC (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), LPC has agreed to make certain loans and to incur such letter of credit obligations for the benefit of Grantor. LPC is willing to make such loans and to incur letter of credit obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to LPC this Trademark Security Agreement.

WHEREAS, Purchasers are willing to extend certain financial accommodations as provided for in the Term Note Purchase Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the ratable benefit of Purchasers, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, LPS is willing to purchase the notes provided for in the Purchase Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to LPS, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "LPS Security Agreement");

WHEREAS, pursuant to the Security Agreement, the LPS Security Agreement and the Credit Agreement, Grantor is required to execute and deliver to Agent, for the ratable benefit of Purchasers, to LPS and to LPC, respectively, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Term Note Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Subject to the terms of the Intercreditor Agreement and the Subordination Agreement, Grantor hereby grants to Agent, on behalf of Purchasers, to LPS and to LPC a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

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

(b) all reissues, continuations or extensions of the foregoing;

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


(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of Purchasers, to LPS and to LPC, pursuant to the Security Agreement, the LPS Security Agreement and the Credit Agreement, respectively. Grantor hereby acknowledges and affirms that the rights and remedies of Agent, LPS and LPC with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the LPS Security Agreement, and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein all of which are subject to the terms of the Intercreditor Agreement and the Subordination Agreement.

[signature page follows]

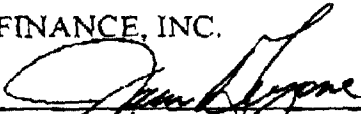
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SAMOA PACIFIC CELLULOSE, LLC

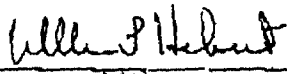
By:   
Name: William L. New  
Title: Chmn. Pres., CEO

ACCEPTED AND ACKNOWLEDGED BY:

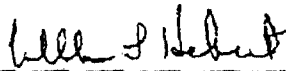
PPM FINANCE, INC.

By:   
Name: James Gurgone  
Title: Vice President

LPS CORPORATION

By:   
Name: William L. Hebert  
Title: Authorized Representative

LOUISIANA-PACIFIC CORPORATION

By:   
Name: William L. Hebert  
Title: Director, Business Development

TRADEMARK

REEL: 002254 FRAME: 0561

**ACKNOWLEDGMENT OF GRANTOR**

STATE OF Illinois )  
COUNTY OF Cook )

ss.

On this 21<sup>st</sup> day of February, 2001 before me personally appeared William L. New, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Samoa Pacific Cellulose, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Jehan Gammal  
Notary Public

{seal}

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS**

1. Totally Green - U.S. trademark registration number 2,203,040 in International Class 1, Wood Pulp for Manufacturing Use. Registration granted 11/10/98 to Louisiana-Pacific Corporation.

2. Totally Green Logo - Registered trademark # 2,079,554 in IC 1, Wood Pulp for Manufacturing Use. Registration granted 7/15/97 to Louisiana-Pacific Corporation.

MADISON73410JDB:JDB 12/11/00

RECORDED: 03/02/2001

**TRADEMARK  
REEL: 002254 FRAME: 0563**