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05-18-2004



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Brunswick Pulp & Paper Company

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Trademark Security Agreement

Execution Date: 05/07/2004

2. Name and address of receiving party(ies)
 Name: Citicorp North America, Inc.,
 Internal
 Address: as Collateral Agent

Street Address: 390 Greenwich Street
 City: New York State: NY Zip: 10013

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other New York Banking Corporation

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)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 1,347,896
1,347,893

2004 MAY 12 10 4:11 b
 TRADEMARK RECEIVED
 TRADEMARK OFFICE

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Tina Qualls
 Internal Address: Corporation Service Company

Street Address: 1133 Avenue of the Americas

City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41).....\$ _____
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature
 METACHE 00000091 1347896

James P. Murphy
 Name of Person Signing

40.00 OP
 25.00 OP

James P. Murphy
 Signature

May 10, 2004
 Date

Total number of pages including cover sheet, attachments, and document: 10

05/17/2004
01 FC:8521
02 FC:8522

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

05-12-2004

U.S. Patent & TMO/TM Mail Rcpt Dt. #64

TRADEMARK REEL: 002967 FRAME: 0893

Trademark Security Agreement

Trademark Security Agreement, dated as of May 7, 2004, by BRUNSWICK PULP & PAPER COMPANY (the "Pledgor"), in favor of CITICORP NORTH AMERICA, INC., in its capacity as Collateral Agent (in such capacity, the "Collateral Agent") pursuant to the Credit Agreement.

WITNESSETH:

WHEREAS, the Pledgor is a party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the applicable Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the applicable Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise reasonably determine with the consent of Pledgor, which consent shall not be unreasonably delayed or withheld.

SECTION 4. Termination. Upon the full performance of the Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]

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

BRUNSWICK PULP & PAPER
COMPANY

By: Patrick J. Boushka
Name: Patrick J. Boushka
Title: President

Brunswick Trademark Security Agreement

TRADEMARK
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CITICORP NORTH AMERICA, INC.,
as Collateral Agent

By: Myles Kassin

Name: Myles Kassin
Title: Vice President

Brunswick Trademark Security Agreement

TRADEMARK
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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations and Applications:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>	<u>DESCRIPTION</u>
Brunswick Pulp & Paper Company	1,347,896	U.S.A.	Ironside
Brunswick Pulp & Paper Company	1,347,893	U.S.A.	Ironside Pressure Treated Wood