

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shillington Box Company LLC		01/06/2012	LIMITED LIABILITY COMPANY: UNITED STATES
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	300 Galleria Parkway		
Internal Address:	Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3931424	CYCLE GREEN	
CORRESPONDENCE DATA			
Fax Number:	(404)522-8409		
Phone:	404-420-4336		
Email:	lrb@phrd.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Lauren Brown		
Address Line 1:	285 Peachtree Center Avenue		
Address Line 2:	1500 Marquis Two Tower		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	2689.90		
NAME OF SUBMITTER:	Lauren Brown		

OP \$40.00 3931424

Signature:	/LRB/
Date:	01/10/2012
Total Attachments: 11 source=20120110095618910#page1.tif source=20120110095618910#page2.tif source=20120110095618910#page3.tif source=20120110095618910#page4.tif source=20120110095618910#page5.tif source=20120110095618910#page6.tif source=20120110095618910#page7.tif source=20120110095618910#page8.tif source=20120110095618910#page9.tif source=20120110095618910#page10.tif source=20120110095618910#page11.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** is made this 6th day of January, 2012, among **SHILLINGTON BOX COMPANY LLC**, a Delaware limited liability company ("Shillington") having its principal place of business at 3501 Tree Court Industrial Boulevard, St. Louis, Missouri 63122, **CANAMPAC ULC**, a Nova Scotia unlimited liability company ("CanAmPac"; together with Shillington, each individually, a "Company" and, collectively, "Companies") having its principal place of business at 77 County Road 16, Napanee, Ontario, Canada K7R 3L2, and **BANK OF AMERICA, N.A.**, a national banking association having an office at 300 Galleria Parkway, Suite 800, Atlanta, Georgia 30339, as agent (together with its successors in such capacity, "Agent") for itself and Lenders (as hereinafter defined).

Recitals:

Shillington and **FOREST HOLDCO LLC**, a Delaware limited liability company ("Forest"), **HARTFORD CITY PAPER LLC**, a Delaware limited liability company ("Hartford"), **IVEX SPECIALTY PAPER LLC**, a Delaware limited liability company ("Ivex"; together with Forest, Hartford and Shillington, each individually, a "U.S. Borrower", and, collectively, "U.S. Borrowers") and **FOREST HOLDCO LLC**, a Delaware limited liability company, in its capacity as Canadian Borrower ("Canadian Borrower"; together with U.S. Borrowers, each individually, a "Borrower" and, collectively, "Borrowers") desire to obtain loans and other financial accommodations from certain financial institutions ("Lenders") that are parties from time to time to that certain Loan and Security Agreement dated as of January 6, 2012, (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement") by and among Borrowers, Agent, Lenders, and certain other parties designated as "Guarantors" thereunder.

CanAmPac is also a party to the Loan Agreement as a Guarantor and has executed and delivered a Guarantee in favor of Agent and Lenders, pursuant to which CanAmPac has guaranteed all of the Obligations under the Loan Agreement (as at any time amended, restated, supplemented or otherwise modified, the "Guarantee").

Lenders are willing to make loans and other financial accommodations to Borrowers from time to time pursuant to the terms of the Loan Agreement, provided that Companies execute this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Companies hereby agree with Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the prompt payment and performance of all of the Obligations, whether pursuant to the Loan Agreement or as Indebtedness under (and as defined in) the Guarantee, each Company hereby grants, assigns and pledges to Agent, for the benefit of itself and the other Secured Parties, a continuing security interest in and Lien upon all of the following property of such Company, whether now existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with

respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of such Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. Each Company represents and warrants to Secured Parties that:

(a) Each of the Trademarks owned by such Company is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal, valid and perfected Lien upon and security interest in the Trademark Collateral that is registered in that office and that is listed on Exhibit A attached hereto, enforceable against such Company and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;

(d) Such Company has the unqualified right to enter into this Agreement and perform its terms;

(e) Each of the Trademarks is valid and enforceable; and

(f) Such Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any Liens other than Liens in favor of (1) Agent and (2) Second Lien Agent (pursuant to the Second Lien Documents), charges and encumbrances (except licenses permitted pursuant to paragraph 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by such Company not to sue third Persons.

4. Each Company covenants and agrees with Secured Parties that:

(a) Such Company will maintain (and not change) the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement (except to the extent such Company shall determine in its reasonable business judgment that failure to do so would not have a material adverse impact on the conduct of its business), and will, upon Agent's request, provide Agent quarterly with a certificate to that effect in the form attached hereto as Exhibit B executed by an officer of such Company; and

(b) Except for Trademarks abandoned by such Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), such Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as

required by Applicable Law to maintain the registration thereof without loss of protection therefor.

5. Each Company hereby grants to Agent, and its employees and agents (and any Lender or Lenders and their respective employees and agents), the visitation, audit, and inspection rights with respect to such Company and the Collateral as set forth in the Loan Agreement.

6. Until Full Payment of the Obligations, each Company shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of such Company in the regular and ordinary course of such Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with such Company's obligations under this Agreement.

7. If, before Full Payment of the Obligations, each Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and such Company shall give to Agent prompt notice thereof in writing.

8. Each Company irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under paragraph 2 or paragraph 7 hereof.

9. At any time that an Event of Default exists, Agent shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies under Applicable Law and all rights and remedies of a secured party under the UCC and all other rights and remedies under any other Applicable Law. Without limiting the generality of the foregoing, Agent may immediately, for the benefit of Secured Parties, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law), or demand whatsoever to any Company, each of which each Company hereby expressly waives, collect directly any payments due any Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. Each Company hereby agrees that ten (10) days written notice to such Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Agent may, to the extent permitted by Applicable Law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of any Company, which right each Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of the Obligations shall be paid over to the applicable Company. If any deficiency shall arise, each Company and each Guarantor of the Obligations shall remain jointly and severally liable therefor.

10. Each Company hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent may select, as such Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse such Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark

Collateral to any other Person. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of the Obligations.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Agent in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid jointly and severally by Companies (it being the intent of Companies and Agent that Companies shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Agent in its sole discretion, shall be reimbursed jointly and severally by Companies **on demand** by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum interest rate then applicable for Base Rate Loans.

12. Each Company shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Agent in writing of material infringements detected. Each Company shall have the duty, through counsel acceptable to Agent, unless it shall determine in its reasonable business judgment that the applicable Trademark is not material to the conduct of its business or operations, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of the Obligations, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by the applicable Company. No Company shall abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Agent, unless such Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.

13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, at any time that an Event of Default exists, Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events the applicable Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, or defense, and such Company shall promptly, **upon demand**, reimburse and indemnify Agent for all reasonable costs and expenses incurred in the exercise of Agent's rights under this paragraph 13.

14. If any Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by Applicable Law, Agent may discharge such obligations in such Company's name or in Agent's name, in Agent's sole discretion, but at such Company's expense, and such Company agrees to reimburse Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.

15. No course of dealing between any Company and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any

single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of each Secured Party and upon the successors and permitted assigns of each Company. No Company shall assign its rights or delegate its duties hereunder without the prior written consent of Agent.

20. Each Company hereby waives notice of Agent's acceptance hereof.

21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

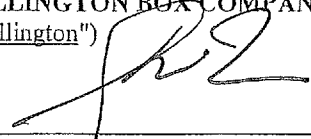
22. This Agreement may be executed in multiple counterparts, all of which taken together shall constitute one and the same Agreement and the signature page of any counterpart may be removed therefrom and attached to any other counterpart.

23. To the fullest extent permitted by Applicable Law, each Company and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

[Remainder of page intentionally left blank; signatures appear on following page.]

WITNESS the execution hereof under seal on the date first above written.


SHILLINGTON BOX COMPANY LLC
("Shillington")

By: 

Timothy J. Fazio, Secretary and Treasurer

[COMPANY SEAL]

CANAMPAC ULC
("CanAmPac")

By: 

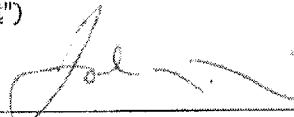
Timothy J. Fazio, Secretary and Treasurer

[COMPANY SEAL]

[Signatures continued on following page.]

Accepted:

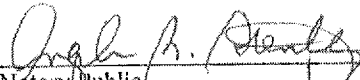
BANK OF AMERICA, N.A., as Agent
("Agent")

By: 
Name: John M. Mercier
Title: Vice President

STATE OF GEORGIA §
 §
COUNTY OF COBB §

BEFORE ME, the undersigned authority, on this day personally appeared John M. Mercus the Vice President of BANK OF AMERICA, N.A., as agent, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said national banking association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 3rd day of January, 2012.


Notary Public
My Commission Expires:

ANGELA R STEMLEY NOTARY PUBLIC Paulding County - State of Georgia My Comm. Expires June 6, 2013
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[NOTARIAL SEAL]

EXHIBIT A

Trademarks

<u>Owner</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
Shillington Box Company LLC	Cycle Green	United States	3,931,424	3/15/2011
CanAmPac ULC	GreenChoice 100	United States	3,811,292	6/29/2010
CanAmPac ULC	GreenChoice 100	United States	3,811,293	6/29/2010
CanAmPac ULC	GreenChoice 100	Canada	TMA711323	4/8/2008
CanAmPac ULC	GreenChoice 100	Canada	TMA711504	4/9/2008

Trademark Applications

<u>Owner</u>	<u>Application</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Application Date</u>
None				

EXHIBIT B

Certificate

The undersigned officers of **SHILLINGTON BOX COMPANY LLC**, a Delaware limited liability company ("Shillington"), and **CANAMPAC ULC**, a Nova Scotia unlimited liability company ("CanAmPac"), DO HEREBY CERTIFY to Bank of America, N.A., a national banking association, in its capacity as agent (together with its successors in such capacity, "Agent"), for itself and certain other financial institutions ("Lenders") as are parties from time to time to the Loan and Security Agreement dated as of _____, 2012, among Agent, Lenders, Shillington, CanAmPac and the other borrowers and guarantors party thereto, that the quality of the products associated with the Trademarks listed on Exhibit A of the Trademark Security Agreement dated January __, 2012, among Shillington, CanAmPac and Agent (as amended from time to time to include future trademarks and trademark applications, the "Agreement"), has been maintained at a level consistent with the quality of such products at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate, this ___ day of _____, 20__.

SHILLINGTON BOX COMPANY LLC
("Shillington")

By: _____
Name: _____
Title: _____

[COMPANY SEAL]

CANAMPAC ULC
("CanAmPac")

By: _____
Name: _____
Title: _____

[COMPANY SEAL]