

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LIEN

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Panolam Industries International, Inc.		08/23/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Apollo Laminates Agent, LLC
Street Address:	9 West 57th Street, 37th Floor
Internal Address:	c/o Apollo Capital Management, L.P.
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	1354038	P PIONEER
Registration Number:	1394066	MELCOR II
Registration Number:	0800838	RESOPREG
Registration Number:	0553791	CONOLITE
Registration Number:	0648807	PIONITE
Registration Number:	2274873	PIONITE
Registration Number:	1978878	PANOLAM
Registration Number:	2277041	PANOLAMINDUSTRIES
Registration Number:	2280315	PI
Registration Number:	2940990	LEATHERLAM
Registration Number:	2975846	OATMEAL FIBER
Registration Number:	2991765	CORIANDER FIBER
Registration Number:	2982986	CHILI FIBER

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Registration Number:	3044467	CARDAMOM FIBER
Registration Number:	2982987	CELERY FIBER
Registration Number:	2982988	CHAMOMILE FIBER
Registration Number:	2982991	THYME FIBER
Registration Number:	2982992	VANILLA FIBER
Registration Number:	2982993	CURRY FIBER
Registration Number:	2982994	CINNAMON FIBER
Registration Number:	2982997	KALE FIBER
Registration Number:	2983020	CURACAO FIBER
Registration Number:	2983019	PEPPER FIBER
Registration Number:	2983018	SUGAR FIBER
Registration Number:	3034564	PANOLAMHPL
Registration Number:	3131215	FRL
Registration Number:	3180394	FRL
Registration Number:	3283817	WALL SURFACING SOLUTION
Registration Number:	3438016	DECOCOR
Registration Number:	3399850	RESOPREG
Registration Number:	3550640	MELUMINUM
Registration Number:	3865316	ECO-LOGIC
Serial Number:	85292609	LEATHERLAM
Serial Number:	85629662	FIBERTUFF
Registration Number:	2982996	WHEAT FIBER

CORRESPONDENCE DATA

Fax Number: 2128721002
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212 836 2264
Email: pgunn@akingump.com
Correspondent Name: Patricia Gunn, c/o Akin Gump
Address Line 1: One Bryant Park
Address Line 4: New York, NEW YORK 10036-6745

ATTORNEY DOCKET NUMBER:	690446.0001
NAME OF SUBMITTER:	Patricia Gunn
Signature:	/Patricia Gunn/
Date:	08/28/2012

TRADEMARK

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 23, 2012, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Apollo Laminates Agent, LLC (“Apollo Laminates”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Second Lien Credit Agreement, dated as of August 23, 2012 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrower, the other Credit Parties, the Lenders from time to time party thereto and Apollo Laminates, as Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to an Amended and Restated Second Lien Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(a) all renewals and extensions of the foregoing;

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

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Termination. Upon the termination of the Guaranty and Security Agreement, and upon the Borrower's written request, the Agent shall execute acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the applicable Trademarks under this Trademarks Security Agreement and any other documents required to evidence the termination of the Agent's interest in the applicable Trademarks.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

PANOLAM INDUSTRIES INTERNATIONAL,
INC.

as Grantor

By: 

Name: Jeffrey Muller

Title: Chief Operating Officer and General
Counsel

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

APOLLO LAMINATES AGENT, LLC
as Agent

By: AK

Name:

Title: Its Duly Authorized Signatory

AVI KATZ
Vice President

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 004850 FRAME: 0394

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Issued U.S. Trademarks – Panolam Industries International, Inc.

Owner	Title	Jurisdiction	Filing Date	Number
Panolam Industries International, Inc.	P PIONEER	United States	11/08/1984	1,354,038
Panolam Industries International, Inc.	MELCOR II	United States	10/24/1985	1,394,066
Panolam Industries International, Inc.	RESOPREG	United States	6/04/1965	800,838
Panolam Industries International, Inc.	CONOLITE	United States	10/28/1949	553,791
Panolam Industries International, Inc.	PIONITE	United States	12/27/1956	648,807
Panolam Industries International, Inc.	PIONITE	United States	7/08/1997	2,274,873
Panolam Industries International, Inc.	PANOLAM	United States	8/08/1994	1,978,878
Panolam Industries International, Inc.	PANOLAM INDUSTRIES	United States	4/21/1997	2,277,041
Panolam Industries International, Inc.	PI & Design	United States	4/21/1997	2,280,315
Panolam Industries International, Inc.	LEATHERLAM	United States	8/19/2003	2,940,990
Panolam Industries International, Inc.	OATMEAL FIBER	United States	12/11/2003	2,975,846
Panolam Industries International, Inc.	CORIANDER FIBER	United States	12/11/2003	2,991,765
Panolam Industries International, Inc.	CHILI FIBER	United States	12/11/2003	2,982,986
Panolam Industries International, Inc.	CARDAMOM FIBER	United States	12/11/2003	3,044,467
Panolam Industries International, Inc.	CELERY FIBER	United States	12/11/2003	2,982,987
Panolam Industries International, Inc.	CHAMOMILE FIBER	United States	12/11/2003	2,982,988

Owner	Title	Jurisdiction	Filing Date	Number
Panolam Industries International, Inc.	THYME FIBER	United States	12/12/2003	2,982,991
Panolam Industries International, Inc.	VANILLA FIBER	United States	12/12/2003	2,982,992
Panolam Industries International, Inc.	CURRY FIBER	United States	12/12/2003	2,982,993
Panolam Industries International, Inc.	CINNAMON FIBER	United States	2,982,994	12/12/2003
Panolam Industries International, Inc.	KALE FIBER	United States	12/12/2003	2,982,997
Panolam Industries International, Inc.	WHEAT FIBER	United States	12/12/2003	2,982,996
Panolam Industries International, Inc.	CURACAO FIBER	United States	12/23/2003	2,983,020
Panolam Industries International, Inc.	PEPPER FIBER	United States	12/23/2003	2,983,019
Panolam Industries International, Inc.	SUGAR FIBER	United States	12/23/2003	2,983,018
Panolam Industries International, Inc.	PANOLAMHPL	United States	10/04/2005	3,034,564
Panolam Industries International, Inc.	FRL	United States	4/11/2005	3,131,215
Panolam Industries International, Inc.	FRL (Int'l Class 20)	United States	12/02/2005	3,180,394
Panolam Industries International, Inc.	WALL SURFACING SOLUTION	United States	12/19/2005	3,283,817
Panolam Industries International, Inc.	DECOCOR	United States	2/17/2006	3,438,016
Panolam Industries International, Inc.	RESOPREG	United States	2/21/2006	3,399,850
Panolam Industries International, Inc.	MELUMINUM	United States	10/02/2006	3,550,640
Panolam Industries International, Inc.	ECO-LOGIC	United States	5/07/2009	3,865,316
Panolam Industries International, Inc.	LEATHERLAM	United States	4/12/2011	85/292,609

Owner	Title	Jurisdiction	Filing Date	Number
Panolam Industries International, Inc.	FIBERTUFF	United States	5/18/2012	85/629,662

Pending U.S. Trademarks – Panolam Industries International, Inc.

Owner	Title	Jurisdiction	Filing Date	Number
Panolam Industries International, Inc.	LEATHERLAM	United States	4/12/2011	85/292,609
Panolam Industries International, Inc.	FIBERTUFF	United States	5/18/2012	85/629,662