

01-24-2006



To the Director of the U.S. Patent

103103413

documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

FiberMark, Inc.; FiberMark North America, Inc.

Execution Date(s) January 3, 2006

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

2. Name and address of receiving party(ies)

Name: Silver Point Finance, LLC, as Agent

Internal Address: _____

Street Address: 161 Wellington Road

City: Battleboro

State: VT

Country: USA Zip: 05301

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____
- Merger
- Change of Name

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

See Attached Schedule I

B. Patent No.(s)

See Attached Schedule I

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Kristin Brozovic

Internal Address: _____

Street Address: c/o Latham & Watkins LLP

233 S. Wacker Drive, Suite 5800

City: Chicago

State: IL Zip: 60606

Phone Number: 312-876-6541

Fax Number: 312-993-9767

Email Address: kristin.brozovic@lw.com

6. Total number of applications and patents involved:

26

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 1040.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: *Kristin Brozovic* Signature

1/20/06 Date

Kristin Brozovic
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 12

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

01/25/2006 DBYRNE 00000154 5799978

01 FC:8021
02 FC:8023

1040.00 DP
120.00 DP

1.24.06

FIBERMARK INC. PATENTS

FiberMark, Inc. Schedule of U.S. Patents and Patent Applications

Title	Patent No. [Pub. No.] (App. No.)	Issue Date [Pub. Date] (App. Date)
Coated book cover	5799978	9/1/1998
Glazed paper webs	[20040140075]	(9/9/2003)
High temperature paper	6537424	3/25/2003
High temperature paper	[20030192663]	[9/12/2003]
High temperature paper containing aramid component	[20040140072]	(9/9/2003)
Light-activated antimicrobial and antiviral materials	5830526	11/3/1998
Light-activated antimicrobial and antiviral materials	6239048	5/29/2001
Low water paper	[20030226649]	[12/11/2003]
Method for making a wet-layed, non-woven metal fiber sheet	6309510	10/30/2001
Non-woven fiber webs with nylon binder	6830656	12/14/2004
Nonwoven fiber webs with poly binder	[20040142620]	(9/9/2003)
Process and apparatus for making a sheet of refractory fibers using a foamed medium	6616802	9/9/2003
Process and apparatus for making sheet of fibers using a foamed medium	6682215	1/27/2004
Process for making a metal fiber/metal powder sheet	6517675	2/11/2003

10/657, 133

10/370615

10/657, 123

10/455332

10/657, 116

Title	Patent No. [Pub. No.] (App. No.)	Issue Date [Pub. Date] (App. Date)
Process for making a sheet of aramid fibers using a foamed medium	6921459	7/26/2005
Process for making metal fiber/metal powder sheet	6346168	2/12/002
Uniform metal fiber sheet	6540875	4/1/2003
Process for making a paper based product employing a polymeric latex binder	5824191	1/20/1998

FiberMark, Inc. Schedule of Foreign Patents and Patent Applications

Country	Title	Patent No. [Pub. No.] (App. No.)	Issue Date (App. Date)
Australia	Glazed paper webs	(2003266020)	(9/10/2003)
Canada	Glazed paper webs	2498577	3/9/2005
EP	Glazed paper webs	[03795681.0]	[9/10/2003]
Japan	Glazed paper webs	(2004571975)	(9/10/2003)
Mexico	Glazed paper webs	(PA/a/2005/0026 37)	(9/10/2003)
PCT	Glazed paper webs	(200425022)	(9/10/2003)
Canada	High temperature paper	2481840	7/10/2004
Australia	High temperature paper	2002352963	(11/29/2002)
EP	High temperature paper	[1495187]	(11/29/2002)
Japan	High temperature paper	[2003584403]	(10/8/2004)
Hong Kong	High temperature paper	(05105945.0)	(11/29/2002)
Mexico	High temperature paper	(PA/a/2004/0099 12)	(11/29/2002)
Australia	High temperature paper containing aramid component	(2003270503)	(9/10/2003)
Canada	High temperature paper containing aramid component	2498579	(9/3/2005)

Country	Title	Patent No. [Pub. No.] (App. No.)	Issue Date (App. Date)
EP	High temperature paper containing aramid component	(03752201.8)	(9/10/2003)
Japan	High temperature paper containing aramid component	(2004571976)	(9/10/2003)
Mexico	High temperature paper containing aramid component	(PA/a/2005/0026 36)	(9/10/2003)
PCT	High temperature paper containing aramid component	(200425024)	(9/10/2003)
Japan	Metal fiber sheet and method of making same	(10541696)	(3/23/1998)
EP	Metal fiber/metal powder sheet and process for making the same	972109	5/14/2003
PCT	Nonwoven fiber webs with poly binder	[200425009]	(9/10/2003)
Italy	Process for making a paper-based product containing a binder	(0738345 (93905014.2)	(2/10/1993)
Japan	Process for making metal fiber/metal powder sheet	2001517273 (98541694)	10/2/2001 (3/23/1998)

FIBERMARK NORTH AMERICA, INC. PATENTS

FiberMark North America, Inc. Schedule of U.S. Patents and Patent Applications

Title	Patent No. [Pub. No.] (App. No.)	Issue Date (App. Date)
High tear strength, high tensile strength paper	5223095	6/29/1993
Hydroentangled composite filter element	5028465	7/2/1991
Method and apparatus for the manufacture of fibrils	4923646	5/8/1990
Method for forming a Vermiculite film	5336348	8/9/1994
Method of Forming a Vermiculite Film	671 (991656)	(12/16/1992)
Paperboard sheets with a scribed grid and a method for making the same	5045378	9/3/1991
Process for making a paper based product containing a binder	5328567	7/12/1994
Process for making a paper based product containing a binder	5498314	3/12/1996

FiberMark North America, Inc. Schedule of Foreign Patents and Patent Applications

Country	Title	Patent No. [Pub. No.] (App. No.)	Issue Date (App. Date)
Japan	Ink-receptive water-based coatings	2001772 {320758/88}	1/8/1990 (12/21/1988)
South Africa	Miter-foldable saturated paper-based overlay system and method for fabricating the same	9209885	8/9/1993
Japan	Overlay texture of miter-foldable impregnated paper base	6101194	4/12/1994
South Korea	Water Activatable High tack, High Peel	(270/1988)	(1/15/1988)

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this "Patent Security Agreement"), dated as of January 3, 2006, by **FIBERMARK, INC.**, a Delaware corporation ("Parent") and **FIBERMARK NORTH AMERICA, INC.**, a Delaware corporation ("Borrower"), each other person that becomes a party hereto pursuant to Section 24 of the Security Agreement (as hereinafter defined) (such persons together with Parent and Borrower collectively referred to herein as "Grantors" and individually as a "Grantor"), in favor of **SILVER POINT FINANCE, LLC**, a Delaware limited liability company ("Silver Point"), as agent under the Term Loan Credit Agreement referred to below (in such capacity, together with any successor agent, "Agent") for the Secured Parties (as defined in the Security Agreement, as hereinafter defined).

W I T N E S S E T H:

WHEREAS, as of the date hereof, Lenders (as defined herein) will provide financing in the form of term loans to Borrower in the amount of Seventy-Five Million dollars (\$75,000,000) in the aggregate pursuant to that certain Term Loan Credit Agreement, dated as of the date hereof, among Borrower, Parent, the other Persons named therein as credit parties, Agent and the financial institutions ("Lenders") party thereto from time to time as lenders (together with all appendices, exhibits and/or schedules thereto and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Term Loan Credit Agreement");

WHEREAS, Parent is a party to the Parent Guaranty (as defined below), pursuant to which it has guaranteed the Obligations of the Borrower; and;

WHEREAS, the Credit Parties' business is a mutual and collective enterprise and Parent, Borrower and each other Credit Party believe that the consolidation of all loans and other financial accommodations under the Term Loan Credit Agreement and the execution of this Patent Security Agreement will enhance the aggregate borrowing powers of Borrower and each other Credit Party and facilitate the Credit Parties' loan relationship with the Agent and the Lenders, all to the mutual advantage of Parent, Borrower and each other Credit Party;

WHEREAS, it is a condition precedent to the obligation of Lenders to make their respective extensions of credit to Borrower under the Term Loan Credit Agreement that each Grantor shall have executed and delivered this Trademark Security Agreement to Agent, for the benefit of the Secured Parties;

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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or if not defined therein, in the Term Loan Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. To secure the prompt and complete payment, performance and observance of all of the Obligations, each Grantor hereby grants, mortgages, pledges, and hypothecates to the Agent, for the benefit of the Secured Parties, a Lien upon all of its right, title and interest in, to and under the following personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located (all of which being hereinafter collectively referred to as the "Patent Collateral"), including:

(a) all of its Patents and Patent Licenses to which it is a party, including those patents and patent applications referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

Notwithstanding the foregoing the term "Patent Collateral" shall not include: (a) any contract, instrument or chattel paper in which any Grantor has any right, title or interest if and to the extent that any valid and enforceable law or regulation, or contract term or provision, in each case applicable to such right, title or interest prohibits the creation of a security interest therein or that would result in the abandonment, invalidation or unenforceability of any right, title or interest of such Grantor therein, (b) any property or other asset of any Grantor from which such Grantor is prohibited or restricted by contract or as a matter of law from granting a security interest therein or that would result in the abandonment, invalidation or unenforceability of any right, title or interest of such Grantor therein, or (c) any contract, instrument or chattel paper in which any Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of any Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder or breach thereof enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; or that would result in the abandonment, invalidation or unenforceability of any right, title or interest of such Grantor therein; provided, however, that (A) the foregoing exclusions in clauses (a), (b) and/or (c) shall not apply if (i) such prohibition or preclusion, as applicable, has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of Article 9 of the Uniform Commercial Code, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); or (iii) the law or regulation which caused such exclusion becomes inapplicable; and (B) immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Patent Collateral" shall include, and such Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect the unconditional continuing security interest granted herein to the

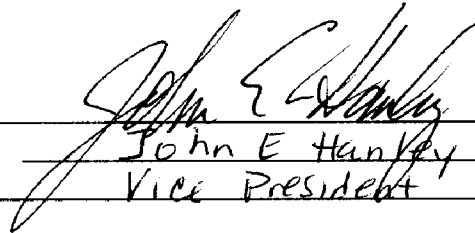
Agent in and to all rights, title and interests of the Grantors in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper; (d) (1) any and all "Collateral" as such term is used and defined in that certain Equipment Financing Agreement, dated as of December 13, 1999, between Jules and Associates, Inc. and FM, as the same may be amended and in effect as of the Closing Date (including all addendum, riders, schedules, amendments and modifications), and (2) any and all "Collateral" as such term is used and defined in that certain Master Security Agreement, dated as of September 19, 2000, between The CIT Group/Equipment Financing, Inc. and FM, as the same shall have been assigned to General Electric Corporation by Specification of Assigned Interest executed on or about December 21, 2000, as the same may be amended and in effect as of the Closing Date (including all addendum, riders, amendments, schedules and modifications); or (e) any application to register a trademark or service mark in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b) if the grant of a security interest therein would result in the abandonment, invalidation or unenforceability of any right, title or interest of the Grantor therein unless and until evidence of use of the mark in interstate commerce is submitted to the United States Patent and Trademark Office filed by any Grantor pursuant to 15 U.S.C. § 1051 Section 1(c) or 1(d), at which point the Patent Collateral shall include, and the security interest granted hereunder shall attach to, such application.

3. SECURITY AGREEMENT. The Liens granted pursuant to this Patent Security Agreement are granted in conjunction with the Liens granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Lien in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Except as otherwise provided in this Patent Security Agreement or the Security Agreement by specific reference to the applicable provisions of this Patent Security Agreement, if any provision contained in this Patent Security Agreement conflicts with any other provision of the Security Agreement, the provisions contained in the Security Agreement shall govern.

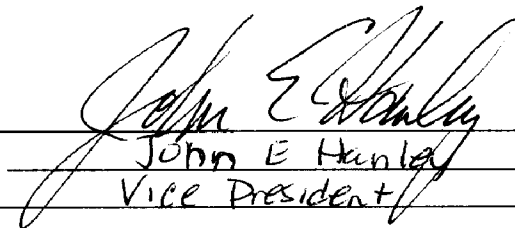
4. INTERCREDITOR AGREEMENT. This Patent Security Agreement, the obligations of each Grantor hereunder and the rights of the Agent and the Secured Parties hereunder, are subject to the terms of the Intercreditor Agreement.

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

FIBERMARK NORTH AMERICA, INC.,
a Delaware corporation

By: 
Name: John E Hanley
Title: Vice President

FIBERMARK, INC., a Delaware
corporation

By: 
Name: John E Hanley
Title: Vice President

Signature Page to Patent Security Agreement

PATENT
REEL: 017065 FRAME: 0071

ACCEPTED AND ACKNOWLEDGED BY:

**SILVER POINT FINANCE, LLC, as
Agent**

By: 
Name: Zachary M. Zeitlin
Title: Authorized Signatory

Signature Page to Patent Security Agreement

**PATENT
REEL: 017065 FRAME: 0072**

SCHEDULE I**FiberMark, Inc. Schedule of U.S. Patents and Patent Applications**

Title	Patent No. [Pub. No.] (App. No.)	Issue Date [Pub. Date] (App. Date)
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Method of Forming a Vermiculite Film	(991656)	(12/16/1992)
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Process for making a paper based product containing a binder	5498314	3/12/1996

PM