

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Amended and Restated Patent Security Agreement

**CONVEYING PARTY DATA**

Name	Execution Date
FiberMark, Inc.	01/03/2006
FiberMark North America, Inc.	01/03/2006

**RECEIVING PARTY DATA**

<b>Name:</b>	General Electric Capital Corporation
<b>Street Address:</b>	299 Park Avenue
<b>Internal Address:</b>	3rd Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10171

**PROPERTY NUMBERS Total: 25**

Property Type	Number
Patent Number:	5799978
Patent Number:	6998019
Patent Number:	6537424
Patent Number:	7112259
Application Number:	10657183
Patent Number:	5830526
Patent Number:	6239048
Application Number:	10455332
Patent Number:	6309510
Patent Number:	6830656
Application Number:	10657116
Patent Number:	6616802
Patent Number:	6682215

**OP \$1000.00 5799978**

Patent Number:	6517675
Patent Number:	6921459
Patent Number:	6346168
Patent Number:	6540875
Patent Number:	5824191
Patent Number:	5223095
Patent Number:	5028465
Patent Number:	4923646
Patent Number:	5336348
Patent Number:	5045378
Patent Number:	5328567
Patent Number:	5498314

**CORRESPONDENCE DATA**

Fax Number: (617)951-8736  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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Address Line 2: Bingham McCutchen LLP  
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NAME OF SUBMITTER:	Jessica A. Davis
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Total Attachments: 14  
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**SECOND AMENDED AND RESTATED PATENT SECURITY AGREEMENT**

This **SECOND AMENDED AND RESTATED PATENT SECURITY AGREEMENT** (this "Patent Security Agreement"), dated as of January 3, 2006, by **FIBERMARK, INC.**, a Delaware corporation ("FM") and **FIBERMARK NORTH AMERICA, INC.**, a Delaware corporation ("FiberMark NA"), each other person that becomes a party hereto pursuant to Section 24 of the Security Agreement (as hereinafter defined) (such persons together with FM and FiberMark NA collectively referred to herein as "Grantors" and individually as a "Grantor"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation ("GE Capital"), as collateral agent under the German Intercreditor Agreement referred to below (in such capacity, the "Collateral 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**, FiberMark Gessner GmbH (successor in interest to FiberMark Gessner GmbH & Co. OHG), a limited liability company organized under the laws of Germany ("GmbH 1"), FiberMark Lahnstein GmbH (successor in interest to FiberMark Lahnstein GmbH & Co. OHG), a limited liability company organized under the laws of Germany ("GmbH 2" and, together with GmbH 1 collectively referred to herein as, the "Existing German Borrowers"), the other Persons named therein as Credit Parties (as defined in the Existing German Credit Agreement, as hereinafter defined), Administrative Agent, European Loan Agent, Fronting Lender and the Persons signatory thereto from time to time as Lenders (each as defined in the Existing German Credit Agreement, as hereinafter defined) entered into an Amended and Restated Credit Agreement, dated as of April 1, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, as in effect immediately prior to the date hereof, the "Existing German Credit Agreement");

**WHEREAS**, FM, FiberMark NA, and FiberMark International Holdings LLC, a Delaware limited liability company ("FIH") (FM, FiberMark NA and FIH collectively, the "Existing Grantors") the other Persons named therein as Credit Parties (as defined in the DIP Agreement, as hereinafter defined) if any, Agent and the Persons signatory thereto from time to time as Lenders (each as defined in the DIP Agreement, as hereinafter defined) entered into a Senior Secured, Superpriority Debtor-In-Possession Credit Agreement, dated as of April 1, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, as in effect immediately prior to the date hereof, the "DIP Agreement");

**WHEREAS**, the Existing Grantors, GE Capital as collateral agent (the "Existing Collateral Agent") and certain other Secured Parties (as defined in the Existing German Intercreditor Agreement, as hereinafter defined, the "Existing Secured Parties") entered into that certain Intercreditor Agreement, dated as of April 1, 2004 (as from time to time amended, restated, supplemented or otherwise modified, as in effect immediately prior to the date hereof the "Existing German Intercreditor Agreement");

**WHEREAS**, the Existing Grantors and the Existing Collateral Agent are party to that certain Amended and Restated Security Agreement, dated as of April 1, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, as in effect immediately prior to the date hereof, the "Existing Security Agreement") whereby the Existing Grantors granted to the Existing Collateral Agent for the ratable benefit of the Existing Secured Parties, a security interest in substantially all of each such Existing Grantor's personal property, to secure the payment and performance of the Secured Obligations (as defined in the Existing German Intercreditor Agreement);

**WHEREAS**, the Existing Grantors and Collateral Agent are party to that certain Amended and Restated Patent Security Agreement, dated as of April 1, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, as in effect immediately prior to the date hereof, the "Existing Patent Security Agreement");

**WHEREAS**, the Existing German Borrowers, FiberMark Services GmbH & Co. KG, a limited partnership organized under the laws of Germany, the other Persons named therein as Credit Parties (as defined in the German Credit Agreement, as hereinafter defined), Administrative Agent, European Loan Agent, Fronting Lender (each as defined in the German Credit Agreement, as hereinafter defined) and the Persons signatory thereto from time to time as Lenders (the "German Lenders") are amending and restating the Existing German Credit Agreement by entering into that certain Second Amended and Restated Credit Agreement, dated as the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "German Credit Agreement");

**WHEREAS**, the Obligations (as defined in the DIP Agreement) are being repaid in full as of the date hereof and in connection therewith each of FM and FiberMark NA, the other Persons named therein as Credit Parties (as defined in the Credit Agreement, as hereinafter defined), if any, the Persons signatory thereto from time to time as Lenders (the "U.S. Lenders"), and GE Capital, for itself and as Agent (the "U.S. Agent") for the U.S. Lenders, are entering into that certain Credit Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement");

**WHEREAS**, FiberMark NA, the other Persons named therein as Credit Parties, Silver Point Finance, LLC, as agent (the "Term Loan Agent") and the Persons signatory thereto from to time as Lenders (each as defined in the Term Loan Agreement, as hereinafter defined) are entering into that certain Term Loan Credit Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Term Loan Agreement");

**WHEREAS**, the Grantors, GE Capital as European Agent (as defined in the German Intercreditor Agreement, as hereinafter defined) under the German Credit Agreement and as U.S. Agent under the Credit Agreement are entering into an Intercreditor Agreement, dated as of the date hereof (as amended and in effect from time to time, the "German Intercreditor Agreement"), whereby GE Capital has agreed to act as Collateral Agent (the "Collateral Agent") for the Secured Parties (as hereinafter defined);

**WHEREAS**, the Grantors, GE Capital as First Lien Agent and Third Lien Agent (each as defined in the Intercreditor Agreement, as hereinafter defined) under the Credit Agreement and the German Credit Agreement, respectively, and Silver Point Finance, LLC as Second Lien Agent (as defined in the Intercreditor Agreement) under the Term Loan Agreement are entering into an Intercreditor Agreement, dated as of the date hereof (as amended and in effect from time to time, the "Intercreditor Agreement");

**WHEREAS**, the Grantors and the Collateral Agent are parties to that certain Second Amended and Restated Security Agreement, dated as of the date hereof (as amended and in effect from time to time, the "Security Agreement");

**WHEREAS**, the Grantors and the other Credit Parties (as defined in the Credit Agreement) signatory to the Credit Agreement, if any, and the other Credit Parties (as defined in the German Credit Agreement) signatory to the German Credit Agreement are members of a group of related companies, the success of any one of which is dependent in part on the success of the other members of the group; and

**WHEREAS**, in order to induce (a) European Agent, Fronting Lender (as defined in the German Credit Agreement) and German Lenders to enter into the German Credit Agreement and the other Loan Documents (as defined in the German Credit Agreement) and such German Lenders to continue to make the European Revolving Loans and to continue to incur the European Letter of Credit Obligations as provided for in the German Credit Agreement, FiberMark NA has agreed to confirm and ratify its grant, contained in the Existing Security Agreement, of a continuing Lien on the Collateral (as defined in the Existing Security Agreement) and the Grantors have agreed to grant a continuing Lien on the Collateral (as hereinafter defined) to secure the Obligations (as defined in the German Credit Agreement), and (b) U.S. Agent and U.S. Lenders to enter into the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement) and to induce the U.S. Lenders to make the Revolving Loans and to incur the Letter of Credit Obligations as provided for in the Credit Agreement, Grantors have agreed to grant a continuing Lien on the Collateral (as hereinafter defined) to secure the Obligations (as defined in the Credit Agreement);

**WHEREAS**, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for itself and for the benefit of the Secured Parties (as hereinafter defined), this Patent 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, 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 German Intercreditor Agreement or if not defined therein, in the Security Agreement. In addition, the following terms shall have the meanings set forth in this Section 1:

“European Secured Parties” shall mean GE Capital in its capacity as European Agent under the German Credit Agreement and the German Lenders from time to time party thereto.

“Secured Parties” shall have the meaning ascribed thereto in the German Intercreditor Agreement.

“U.S. Secured Parties” shall mean GE Capital as U.S. Agent under the Credit Agreement and the U.S. Lenders from time to time party thereto.

## 2 CONFIRMATION AND GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.

(a) Ratification and Grant of Third Priority Security Interest. Each of FM and FiberMark NA hereby confirms that, pursuant to the Existing Patent Security Agreement, to secure the prompt and complete payment, performance and observance of all of the Obligations (as defined in the Existing German Credit Agreement), it granted, mortgaged, pledged, and hypothecated to the Collateral Agent for itself and for the benefit of the European Secured Parties, a Lien upon all of its right, title and interest in, to and under the Patent Collateral (as hereinafter defined). To continue to secure the prompt and complete payment, performance and observance of all of the European Obligations, each Grantor hereby (i) ratifies and restates such grant, and (ii) grants, mortgages, pledges, and hypothecates, to the Collateral Agent for itself and for the benefit of the European Secured Parties, a third priority Lien upon all of its right, title and interest in, to and under the Patent Collateral (as hereinafter defined)

(b) Grant of First Priority Security Interest. To secure the prompt and complete payment, performance and observance of all of the U.S. Obligations, each Grantor hereby grants, mortgages, pledges, and hypothecates to the Collateral Agent for itself and for the benefit of the U.S. Secured Parties, a first priority 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:

(i) 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;

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

(iii) 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 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 Collateral 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 Collateral Agent, for

itself and 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 Collateral 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 the Patent Security Agreement conflicts with any other provision in the Security Agreement, the provision contained in the Security Agreement shall govern.

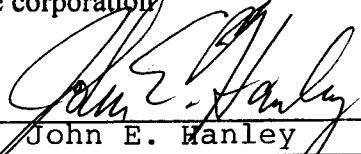
4. INTERCREDITOR AGREEMENT. This Patent Security Agreement, the obligations of each Grantor hereunder and the rights of the Collateral Agent and the Secured Parties hereunder, are subject to the terms of the Intercreditor Agreement and the German Intercreditor Agreement.

*[signature pages to follow]*

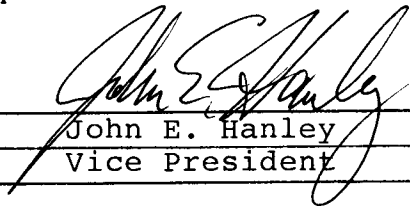


IN WITNESS WHEREOF, each of the parties hereto has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**FIBERMARK NORTH AMERICA, INC.,**  
a Delaware corporation

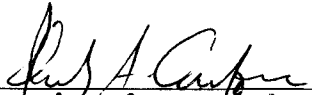
By:   
Name: John E. Hanley  
Title: Vice President

**FIBERMARK, INC.,** a Delaware  
corporation

By:   
Name: John E. Hanley  
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL  
CORPORATION**, as Collateral Agent

By:   
Name: Philip F. Corbo  
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF Vermont  
COUNTY OF Windham ss.

On this 15<sup>th</sup> day of December, 2006<sup>5</sup>, before me personally appeared John E. Hanley, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FIBERMARK, NORTH AMERICA, INC., who being by me duly sworn did depose and say that s/he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its certificate of formation and that s/he acknowledged said instrument to be the free act and deed of said corporation.

Mary Larsen  
Notary Public

{SEAL}

MARY LARSEN  
NOTARY PUBLIC, STATE OF VERMONT  
COMMISSION EXPIRES FEBRUARY 10, 20 07

ACKNOWLEDGMENT OF GRANTOR

STATE OF Vermont  
COUNTY OF Windsor ss.

On this 15<sup>th</sup> day of December, 2006, before me personally appeared John E. Hanley, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FIBERMARK, INC., who being by me duly sworn did depose and say that s/he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its certificate of formation and that s/he acknowledged said instrument to be the free act and deed of said corporation.

Mary Larsen  
Notary Public

{SEAL}

MARY LARSEN  
NOTARY PUBLIC, STATE OF VERMONT  
COMMISSION EXPIRES FEBRUARY 10, 2007

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

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)

PATENT

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**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	(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)