

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest In Intellectual Property
CONVEYING PARTY DATA	
Name	Execution Date
CIBC Asset-Based Lending Inc. F/K/A CIT Business Credit Canada Inc.	08/02/2012
RECEIVING PARTY DATA	
Name:	Tembec USA LLC
Street Address:	874 Walker Road
Internal Address:	Suite C
City:	Dover
State/Country:	DELAWARE
Postal Code:	19904
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6730165
CORRESPONDENCE DATA	
Fax Number:	2123548113
Phone:	212 819-8200
Email:	iprecordations@whitecase.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:	Matthew Campion/White & Case LLP
Address Line 1:	1155 Avenue of the Americas
Address Line 2:	Patent & Trademark Dept.
Address Line 4:	New York, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	1179924-0002-CIBC
NAME OF SUBMITTER:	Matthew Campion

Total Attachments: 6
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 REEL: 028801 FRAME: 0831

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**RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

This release of security interest in intellectual property (this "Release"), dated as of August 2, 2012, is granted by CIBC Asset-Based Lending Inc. (formerly CIT Business Credit Canada Inc.) as the collateral agent (the "Collateral Agent") for and on behalf of the Secured Creditors (as defined in the Security Agreement defined below) and the Lenders (as defined in the IP Security Agreement defined below) to Tembec USA LLC ("Grantor"), as follows:

W I T N E S S E T H:

WHEREAS, Tembec, Tembec, Inc., Tembec Enterprises Inc. and Tembec Industries Inc. previously entered into the Second Amended and Restated Loan Agreement, dated as of February 29, 2008 (as amended, restated, supplemented or otherwise modified as of March 4, 2011, the "Loan Agreement");

WHEREAS, Grantor previously entered into the Security Agreement, dated as of March 7, 2008 (as amended, restated, supplemented or otherwise modified as of March 4, 2011, the "Security Agreement") and the Intellectual Property Security Agreement, dated as of April 24, 2008 (as amended, restated, supplemented or otherwise modified as of March 4, 2011, the "IP Security Agreement"), each with the Collateral Agent;

WHEREAS, Grantor has fully performed and discharged all of its obligations under the Loan Agreement, the Security Agreement and the IP Security Agreement;

WHEREAS, under the Security Agreement and the IP Security Agreement, Grantor granted to the Collateral Agent a security interest in all of Grantor's right, title and interest in and to (i) all patents and patent applications, including those set forth on Schedule A hereto ("Patents"); (ii) all trademarks and service marks, including the registrations set forth on

Schedule B hereto ("Trademarks"), together with the goodwill symbolized thereby; (iii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; (iv) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; (v) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral (as defined in the IP Security Agreement) of or arising from any of the foregoing; and (vi) all other Intellectual Property (as defined in the Security Agreement) and Collateral (as defined in the Security Agreement) relating to Intellectual Property (as defined in the Security Agreement) (collectively, the "Intellectual Property Collateral"), which security interest was recorded on July 23, 2008, at Patent Reel 021281, Frame 0355 and on July 23, 2008, at Trademark Reel 3821, Frame 0673, each in the United States Patent and Trademark Office; and

WHEREAS, the Collateral Agent, on behalf of itself and the Secured Creditors (as defined in the Security Agreement) and the Lenders (as defined in the IP Security Agreement), wishes to release and restore all right, title and interest in and to the Intellectual Property Collateral to Grantor and to dissolve any and all liens and encumbrances respecting the Intellectual Property Collateral, including the Security Interest (as defined in the Security Agreement), under the Security Agreement and the IP License Agreement;


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent (on behalf of itself, the Secured Creditors (as defined in the Security Agreement) and the Lenders (as defined in the IP Security

Agreement)) hereby releases, discharges, quit claims, and relinquishes unto Grantor any and all right, title, and interest in and to the Intellectual Property Collateral.

Intellectual Property
Collateral

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed as of the date first written above.

CIBC ASSET-BASED LENDING INC.
(FORMERLY CIT BUSINESS CREDIT
CANADA INC.)
as Collateral Agent

By 

Name:

Title: **David Holding**
Authorized Signatory

Schedule A – Patents

<u>Patent</u>	<u>Reg. No. / App. No.</u>	<u>Issue Date / Filing Date</u>	<u>Security Interest Reel / Frame</u>
Polymer Impregnation Process	6730165	5/4/2004	021281/0355

Schedule B – Trademarks

<u>Trademark</u>	<u>Reg. No. / Ser. No.</u>	<u>Reg. Date / Filing Date</u>	<u>Security Interest Reel / Frame</u>
ACADIAN	2915090	12/28/2004	3821/0673
TRIO	2968086	7/12/2005	3821/0673
ECHO	78180234	10/30/2002	3821/0673
VINTAGE CRAFTED ENGINEERED FLOORING	3068943	3/14/2006	3821/0673
KLEERGLAZE	2966528	7/12/2005	3821/0673
TEMGLOSS	2966528	8/16/2005	3821/0673