

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3051551

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (REEL: 025114/FRAME: 0365)
CONVEYING PARTY DATA	
Name	Execution Date
COMPUTERSHARE TRUST COMPANY OF CANADA, AS AGENT	10/01/2014
RECEIVING PARTY DATA	
Name:	TEMBEC, AS GRANTOR
Street Address:	800 RENE-LEVESQUE BLVD. WEST SUITE 1050
City:	MONTREAL
State/Country:	CANADA
Postal Code:	H3B 1X9
Name:	TEMBEC INDUSTRIES INC., A CANADIAN CORPORATION, AS GRANTOR
Street Address:	800 RENE-LEVESQUE BLVD. WEST, SUITE 1050
City:	MONTREAL
State/Country:	CANADA
Postal Code:	H3B 1X9
Name:	TEMBEC INC., A CANADIAN CORPORATION, AS GRANTOR
Street Address:	800 RENE-LEVESQUE BLVD. WEST, SUITE 1050
City:	MONTREAL
State/Country:	CANADA
Postal Code:	H3B 1X9
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	5915429
Patent Number:	7396438
Patent Number:	7802736
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	marina.kelly@thomsonreuters.com
Correspondent Name:	KEN TAN, LEGAL ASSISTANT
Address Line 1:	80 PINE STREET

PATENT

Address Line 2:	C/O CAHILL GORDON & REINDEL LLP
Address Line 4:	NEW YORK, NEW YORK 10005

NAME OF SUBMITTER:	KEN TAN, LEGAL ASSISTANT
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SIGNATURE:	/Marina Kelly, Thomson Reuters/
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DATE SIGNED:	10/03/2014
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Total Attachments: 7

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source=45. Release of Patent Security Interest in Intellectual Property#page5.tif
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RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Computershare Trust Company of Canada, as Agent

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) October 1, 2014

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
Release of Security Interest in Intellectual
☒ Other Property (Reel: 025114 / Frame: 0365)

2. Name and address of receiving party(ies)

Name: Tembec, as Grantor

Internal Address: _____

Street Address: 800 René-Lévesque Blvd. West

Suite 1050

City: Montreal

State: Quebec

Country: Canada Zip: H3B 1X9

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

See Schedule A

Additional numbers attached? ☒ Yes ☐ No

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

Name: Ken Tan, Legal Assistant

Internal Address: c/o Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3804

Docket Number: 05501.0252

Email Address: KTan@cahill.com

6. Total number of applications and patents involved: 3

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

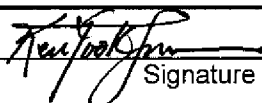
- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

10/02/2014

Date

Ken Tan

Name of Person Signing

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

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

Addendum to Cover Page of Patents Form Cover Sheet

2. Name and address of receiving party(ies)

- 2) Tembec Industries Inc., a Canadian Corporation, as Grantor
Citizenship – Canada
800 René-Lévesque Blvd. West, Suite 1050
Montréal, Québec H3B 1X9
- 3) Tembec Inc., a Canadian Corporation, as Grantor
Citizenship – Canada
800 René-Lévesque Blvd. West, Suite 1050
Montréal, Québec H3B 1X9

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”), dated as of October 1, 2014 (the “Effective Date”), is made by Computershare Trust Company of Canada, in its capacity as Collateral Agent (the “Agent”), in favor of Tembec Industries Inc., Tembec Inc. and Tembec (the “Grantors”).

WHEREAS, the Grantors entered into an Indenture, dated as of August 17, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “Indenture”), with the Agent, Wilmington Trust, National Association, as Trustee, and the other parties thereto. Terms defined in the Indenture and not otherwise defined herein are used herein as defined in the Indenture.

WHEREAS, pursuant to the Security Agreement, the Grantors granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered an Intellectual Property Security Agreement, dated as of August 17, 2010 (the “Intellectual Property Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Patent Intellectual Property Security Agreement were recorded with the United States Patent and Trademark Office on October 11, 2010 at Reel/Frame 025114/0365;

WHEREAS, the Trademark Intellectual Property Security Agreement were recorded with the United States Patent and Trademark Office on October 11, 2010 at Reel/Frame 4294/0160;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Intellectual Property Security Agreement, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Patent Collateral, including the patents set forth on Schedule A attached hereto, and the Trademark Collateral, including the trademark registrations set forth on Schedule B attached hereto, arising under the Security Agreement and the Intellectual Property Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Patent Collateral and/or the Trademark Collateral under the Intellectual Property Security Agreement, the Agent, without representation or warranty of any kind, hereby transfers, conveys and assigns such right, title or interest to the Grantors.

3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Intellectual Property Security Agreement.

4. Further Assurances. The Agent shall take all further actions, and provide to the Grantors and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the state of New York, without regard to conflicts of law or choice of law principles.

[signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

Computershare Trust Company of Canada,
in its capacity as Collateral Agent

By: 

Name:

Title:

Fabienne Pinatel
Gestionnaire fiduciaire
Corporate Trust Officer

By: 

Name:

Title:

Ekaterini Galouzis
Gestionnaire fiduciaire adjointe
Associate Trust Officer

[IP Security Release Agreement]

PATENT
REEL: 033888 FRAME: 0556

SCHEDULE A

Patents

Title	Patent No. / Date	App. No. / Filed	Owner
COMPACT SMALL DIMETER LOG SAWMILL	5915429 19990629	08/866411 19970530	Tembec (General Partnership)
LIGNOCELLULOSE FIBER- RESIN COMPOSITE MATERIAL	7396438 20080708	10/666266 20030922	Tembec (General Partnership)
RAILWAY GROUND CROSSTIE	7802736 20100928	11/816429 20060310	Tembec (General Partnership)

Trademarks

Trademark	Reg. No. / Date	App. No. / Filed	Owner
ARBO	2748320 05-AUG-2003	76327208 19-OCT-2001	Tembec (General Partnership)
CHEMISTRY, THE NATURAL WAY	3418805 29-APR-2008	76555691 30-OCT-2003	Tembec (General Partnership)
FOREVER GREEN	2268140 10-AUG-1999	75312333 20-JUN-1997	Tembec (General Partnership)
IMPACT ZERO	2291926 16-NOV-1999	75312492 20-JUN-1997	Tembec (General Partnership)
KALLIMA	2937573 05-APR-2005	76583978 30-MAR-2004	Tembec (General Partnership)
KALLIMA	1851089 23-AUG-1994	74359971 17-FEB-1993	Tembec (General Partnership)
KALLIMA INFINITE POSSIBILITIES	3056973 07-FEB-2006	76627094 06-JAN-2005	Tembec (General Partnership)
RECYKAL	1888440 11-APR-1995	74507437 31-MAR-1994	Tembec (General Partnership)
TDS	2467413 10-JUL-2001	75894455 12-JAN-2000	Tembec (General Partnership)
TEMBEC	4061797 29-NOV-2011	77584426 02-OCT-2008	Tembec (General Partnership)
TEMBEC CELLUTIONS	3836418 24-AUG-2010	76649106 21-OCT-2005	Tembec (General Partnership)
TEMBOARD	1643568 07-MAY-1991	73819408 15-AUG-1989	Tembec (General Partnership)
TEMCELL	1783765 27-JUL-1993	74328293 04-NOV-1992	Tembec (General Partnership)
TEMLINER	2105937 14-OCT-1997	75089239 16-APR-1996	Tembec (General Partnership)
TEMPRO	3700661 27-OCT-2009	77050394 24-NOV-2006	Tembec (General Partnership)
TEMPRO FJ	3438867 03-JUN-2008	77059347 07-DEC-2006	Tembec (General Partnership)
TEMTATION	3190481 02-JAN-2007	76617362 21-OCT-2004	Tembec (General Partnership)