

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3064817

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SUCCESSOR AGENT AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
APOLLO LAMINATES AGENT, LLC		09/30/2014
RECEIVING PARTY DATA		
Name:	CORTLAND CAPITAL MARKET SERVICES LLC	
Street Address:	225 WEST WASHINGTON STREET, SUITE 2100	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
PROPERTY NUMBERS Total: 29		
Property Type	Number	
Patent Number:	5093185	
Patent Number:	5702806	
Patent Number:	5866207	
Patent Number:	5866208	
Patent Number:	5866209	
Patent Number:	5807608	
Patent Number:	5275876	
Patent Number:	5728797	
Patent Number:	5344704	
Patent Number:	5545476	
Patent Number:	5925211	
Patent Number:	6887583	
Patent Number:	7026038	
Patent Number:	6325884	
Patent Number:	6485823	
Patent Number:	6395408	
Patent Number:	6596416	
Patent Number:	7807263	
Application Number:	11741266	
Patent Number:	6645082	
Patent Number:	7745012	

PATENT

Property Type	Number
Patent Number:	7179538
Application Number:	11330776
Application Number:	12962333
Application Number:	11613625
Application Number:	11615307
Application Number:	12579885
Application Number:	11504266
Application Number:	61854480

CORRESPONDENCE DATA

Fax Number: (949)475-4754

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.

Phone: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: STEPHANIE S. KANN, SENIOR PARALEGAL

Address Line 1: 3161 MICHELSON DRIVE

Address Line 2: GIBSON, DUNN & CRUTCHER LLP

Address Line 4: IRVINE, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: 18300-00234

NAME OF SUBMITTER: STEPHANIE S. KANN

SIGNATURE: /stephanie s. kann/

DATE SIGNED: 10/14/2014

Total Attachments: 12

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SUCCESSOR AGENT AGREEMENT

This SUCCESSOR AGENT AGREEMENT is dated as of September 30, 2014 (this "*Agreement*") by and among APOLLO LAMINATES AGENT, LLC ("*Apollo*"), in its capacity as the former Agent (as defined in the Credit Agreement described below) (in such capacity, the "*Former Agent*"), CORTLAND CAPITAL MARKET SERVICES LLC ("*Cortland*") as successor Agent (in such capacity, the "*Successor Agent*"), the Lenders (as defined below) signatory hereto, and PANOLAM INDUSTRIES INTERNATIONAL, INC. ("*Borrower*") and the other Credit Parties (as defined in the Credit Agreement referred to below) signatory hereto from time to time.

WHEREAS, (i) Borrower, the other Credit Parties party thereto from time to time, the lenders party thereto from time to time (the "*Lenders*") and the Former Agent (and its predecessors) entered into that certain Amended and Restated Second Lien Credit Agreement, dated as of August 23, 2012 (as amended, restated, supplemented, amended and restated or otherwise modified from time to time, the "*Credit Agreement*"), and (ii) the Credit Parties entered into that certain Amended and Restated Second Lien Guaranty and Security Agreement in favor of the Agent, dated as of August 23, 2012 (as amended, restated, supplemented, amended and restated or otherwise modified from time to time, the "*Security Agreement*"), and, together with the Credit Agreement, and the other Loan Documents (as defined in the Credit Agreement), collectively, the "*Loan Documents*"). Capitalized terms used herein without definition shall have the meanings attributed to such terms in the Credit Agreement;

WHEREAS, the Required Lenders desire to appoint Cortland to act as the successor Agent under the Loan Documents pursuant to Section 8.9 of the Credit Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Resignation and Appointment of Agent.

(a) Pursuant to Section 8.9 of the Credit Agreement, effective as of the Effective Date (as defined below) (i) Apollo hereby resigns as Agent under the Credit Agreement and the other Loan Documents, (ii) the Required Lenders hereby (A) appoint Cortland to act as the Successor Agent under the Loan Documents and (B) waive any notice requirement on the part of the Former Agent or any other Person required by the Credit Agreement, and (iii) Borrower and each other Credit Party hereby (A) waive any notice requirement on the part of the Former Agent or any other Person required by the Credit Agreement and (B) consent to the appointment of Cortland to act as the Successor Agent under the Loan Documents. Cortland hereby accepts the appointment to act as Agent under the Loan Documents. The Required Lenders authorize the Former Agent and Successor Agent to enter into such customary assignment documentation as is reasonably acceptable to each of the Former Agent, Borrower and the Successor Agent to give effect to such appointment and to assign such roles (together with the rights, duties, obligations and Liens associated therewith) from the Former Agent to the Successor Agent, all at the expense of the Borrower (in accordance with and pursuant to Section 9.5 of the Credit Agreement and Section 7 of this Agreement), reimbursement of which by Borrower to Successor Agent shall constitute part of the Obligations under the Credit Agreement.

(b) Cortland's appointment as the Successor Agent shall be effective upon the latest to occur of (i) receipt by the Successor Agent of all information reasonably required in connection with the acceptance by it of its status as Successor Agent under all applicable Requirements of Law, including all information necessary to comply with "know your customer"

regulations, and (ii) receipt by the Former Agent and the Successor Agent, without qualification as to release of signatures, of duly executed counterparts (in accordance with Section 18 hereof) of this Agreement that, when taken together, bear the signatures of the Credit Parties, the Successor Agent, the Former Agent and the Required Lenders (such date, the "**Effective Date**").

2. **Rights, Duties and Obligations.** (a) Effective as of the Effective Date, the Successor Agent shall be vested with all the rights, powers, discretion and privileges of the Former Agent and the Agent as described in the Loan Documents, and the Successor Agent assumes, from and after the Effective Date, the obligations, responsibilities and duties of the role of Agent in accordance with the terms of the Loan Documents. Any amounts owed to the Former Agent under this Agreement or under the Loan Documents in its capacity as the Former Agent shall constitute "Obligations" for all purposes of the Credit Agreement and the other Loan Documents and shall be entitled to the priority currently afforded thereto by the terms of the Loan Documents. The Successor Agent shall bear no responsibility for any actions taken or omitted to be taken by the Former Agent or that otherwise occurred prior to the Effective Date and the knowledge of the Former Agent under the Credit Agreement and other Loan Documents immediately prior to the Effective Date shall not be imputed to the Successor Agent. The Former Agent hereby assigns to the Successor Agent, for its benefit and for the benefit of the Secured Parties, each of the security interests, mortgages and other Liens granted to the Former Agent under the Loan Documents. Each of the Former Agent, the Required Lenders and the Credit Parties authorize the Successor Agent to (A) file any Uniform Commercial Code assignments or amendments with respect to the Uniform Commercial Code financing statements, mortgages, and other filings in respect of the Collateral and (B) execute all other documents and make all other filings and perform such other acts as the Successor Agent or the Required Lenders deem necessary or desirable to evidence the Successor Agent's succession as Agent under the Credit Agreement and the other Loan Documents and to give further effect to the assignment provided for herein and to protect the perfection and priority of the Liens granted pursuant to the Collateral Documents or other Loan Documents, all at the expense of the Borrower (in accordance with and pursuant to Section 9.5 of the Credit Agreement and Section 7 of this Agreement), reimbursement of which by Borrower to Successor Agent shall constitute part of the Obligations under the Credit Agreement. The Successor Agent hereby acknowledges that (i) neither the Former Agent nor any of its Affiliates has made or shall be deemed to have made any representation or warranty to the Successor Agent except those expressly set forth in Section 4 and (ii) it has, independently and without reliance upon Former Agent or any of its Affiliates, made its own decision to enter into this Agreement and the transactions contemplated hereby.

(b) As of the Effective Date, the Former Agent is discharged from all of its duties, responsibilities and obligations as the Agent under the Loan Documents, and nothing contained herein is intended to create any ongoing duty or obligation on the part of the Former Agent, except as expressly provided herein. The parties hereto hereby confirm that all provisions (the "**Protective Provisions**") of the Loan Documents as in existence on the date hereof (including, without limitation, Sections 8 (including Section 8.8) and 9 (including Sections 9.5 and 9.6) of the Credit Agreement) to the extent they pertain to the Former Agent, or any of its subagents or representatives, continue in effect for the benefit of the Former Agent in respect of any actions taken or omitted to be taken while the Former Agent was acting as Agent and thereafter solely with respect to the obligations under this Agreement or actions taken in connection therewith or at the direction or request of the Successor Agent (at the request of the Required Lenders) pursuant to this Agreement, and inure also to the benefit of the Former Agent in respect of its obligations under Section 6 hereof. Each of the parties hereto expressly agrees and acknowledges that the Successor Agent is not assuming any liability in the capacity as Agent (i) under or related to the Loan Documents prior to the Effective Date and (ii) for any and all acts or omissions or claims under or related to the Loan Documents that may have arisen, occurred or accrued prior to the Effective Date.

3. **Books and Records.** Based on the most current Register as currently maintained by the

Former Agent (or its subagent):

(a) Loan Status. Schedule I sets forth (i) the outstanding principal amount of, and any accrued interest payable on, the Term Loans as of September 30, 2014 and (ii) any other fees, charges and expenses due and payable to the Former Agent or the Lenders in each case as of September 30, 2014. There are no Incremental Term Loans outstanding as at the date hereof.

(b) Current Lenders. Schedule II sets forth, based on the Register, as of the date hereof, a list of Lenders, the current contact information with respect to each Lender and the outstanding balances owing to each such Lender under the Credit Agreement.

(c) Documents. Schedule III is a list of the Loan Documents, pledged stock certificates, other possessory Collateral and other items delivered to the Successor Agent (or the First Lien Agent, as bailee for the Successor Agent pursuant to the Intercreditor Agreement) as of the date hereof. There are no amendments, supplements, waivers or consents to the Loan Documents in the possession of the Former Agent or its counsel except as set forth on Schedule IV.

The Former Agent (or its subagent) has delivered to the Successor Agent a copy of the Register maintained by it with respect to the extensions of credit under the Credit Agreement, and the Successor Agent shall be entitled to rely on such Register for all purposes as being true, correct and complete without any duty to confirm the accuracy or completeness thereof as to any transactions occurring, or reflected therein, prior to such date of receipt.

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

[Signature Pages to Follow]

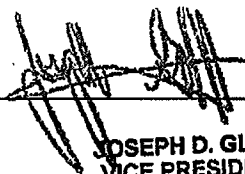
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and authorized officers as of the day and year first written above.

APOLLO LAMINATES AGENT, LLC,
as the Former Agent

By: _____

Name:

Title:


A handwritten signature in black ink, appearing to read "Joseph D. Glatt", is written over a horizontal line.

JOSEPH D. GLATT
VICE PRESIDENT


[Signature Page to Successor Agent Agreement]

**COUNTERPART SIGNATURE PAGE TO THE
SUCCESSOR AGENT AGREEMENT TO CREDIT
AGREEMENT**


PANOLAM INDUSTRIES INTERNATIONAL,
INC., AS BORROWER

By: 
Name: Al Kabus
Title: President & CEO


PANOLAM HOLDINGS CO.

By: 
Name: Al Kabus
Title: President & CEO


PANOLAM INDUSTRIES, INC.

By: 
Name: Al Kabus
Title: President & CEO


PIONEER PLASTICS CORPORATION

By: 
Name: Al Kabus
Title: President & CEO


NEVAMAR HOLDING CORP.

By: 
Name: Al Kabus
Title: President & CEO

NEVAMAR HOLDCO, LLC


By: 
Name: Al Kabus
Title: President & CEO

NEVAMAR COMPANY, LLC

By: 
Name: Al Kabus
Title: President & CEO

**COUNTERPART SIGNATURE PAGE TO THE
SUCCESSOR AGENT AGREEMENT TO CREDIT
AGREEMENT**

CORTLAND CAPITAL MARKET SERVICES LLC,
as the Successor Agent

By: 
Name: Emily Ergang Pappas
Title: Associate Counsel

[Signature Page to Successor Agent Agreement]

**COUNTERPART SIGNATURE PAGE TO THE
SUCCESSOR AGENT AGREEMENT TO CREDIT
AGREEMENT**

CREDIT SUISSE LOAN FUNDING LLC, as a Lender 

By: 

Name:

Title:

Robert Healey
Authorized Signatory

[Signature Page to Successor Agent Agreement]

PATENT
REEL: 033987 FRAME: 0551

Schedule I

[See Attached]

REDACTED