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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MRD 12-27-99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID#

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

01/24/2000 DCOATES 00000142 9305294

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01 FC:481
02 FC:482

40.00 DP
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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002011 FRAME: 0976

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="930529"/>	<input type="text" value="1129558"/>	<input type="text" value="743949"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

David M. Klein



12/22/99

Name of Person Signing

Signature

Date Signed

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated December 17, 1999, made by GILMAN PAPER COMPANY, a Georgia corporation, having its principal place of business at 1000 Osborne Street, P.O. Box 878, St. Marys, Georgia 31558 (the "**Grantor**"), in favor of BANK OF AMERICA, N.A. ("**Bank of America**"), having its principal place of business at One Independence Center, 101 North Tryon Street, Charlotte, North Carolina 28255, Mailcode NC1-001-15-05, as the administrative and the collateral agent (together with any successor thereto appointed pursuant to Article VII of the Loan Agreement referred to below, the "**Grantee**") for the Secured Parties (as defined in the Loan Agreement).

The Grantor is party to a Senior Secured Bridge Loan Agreement, dated as of December 11, 1999 (as amended, supplemented or otherwise modified hereafter from time to time, the "**Loan Agreement**") with the banks, financial institutions and other institutional lenders from time to time party thereto, Banc of America Securities LLC, as lead arranger, the Grantee and Bank of America (Mexico), S.A., as Mexican Collateral Agent. Capitalized terms not otherwise defined herein shall have the same meaning as specified therefor in the Loan Agreement or the Security Agreement referred to below.

In connection with the Loan Agreement, the Grantor and the Grantee entered into a Security Agreement dated December 17, 1999 (as amended, supplemented or otherwise modified hereafter from time to time the "**Security Agreement**") with the other grantors party thereto, pursuant to which the Grantor has granted to the Grantee for the ratable benefit of the Secured Parties a lien on and security interest in, *inter alia*, all of the Grantor's rights, title and interest in and to all Trademarks (as defined in the Security Agreement) of such Grantor whether then owned or thereafter acquired or created by such Grantor, including, without limitation, the trademark applications and registrations listed on Schedule A hereto (the "**Trademark Collateral**").

The parties desire to record the Grantor's grant of the security interest in the Trademark Collateral to the Grantee with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Grantee for the ratable benefit of the Secured Parties as follows:

1. The Loan Agreement and the Security Agreement and their terms and provisions are incorporated herein in their entirety.
2. The Grantor grants to the Grantee a security interest in all of its right, title and interest in and to the Trademark Collateral.

NYDOCS02/492395

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereto duly authorized, as of the date first written above.

GILMAN PAPER COMPANY

By: 
Name: _____
Title: _____

SCHEDULE A TO THE
TRADEMARK SECURITY AGREEMENT

<u>Grantor</u>	<u>Trademark or Service Mark</u>	<u>Registration No.</u>
Gilman Paper Company	MAGICOTE	930,529
	SUPER STANDARD	1,129,558
	SWEEPSTAKES	743,949