

03-11-2005



102959179

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)/Execution Date(s):
Panolam Industries International, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: Delaware
 Other _____

Citizenship (see guidelines) _____
 Execution Date(s) December 3, 2004
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
 Additional names, addresses, or citizenship attached? No

Name: Deutsche Bank Trust Company Americas
 Internal _____
 Address: _____
 Street Address: 60 Wall Street
 City: New York 2005
 State: New York
 Country :USA Zip: 10005

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____

Other- Collateral Agent Citizenship: _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
SEE ATTACHED SCHEDULE A

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Rachael Sanderson
 Internal Address: White & Case LLP
 Street Address: 1155 Avenue of the Americas

 City: New York
 State: New York Zip: 10036
 Phone Number: 212 819-7834
 Fax Number: 212 354-8113
 Email Address: rsanderson@whitecase.com

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 415.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number 23-1705 (in case of deficiency)
 Authorized User Name _____

9. Signature: Rachael Sanderson

 Rachael Sanderson
 Name of Person Signing

March 7, 2005

 Date

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria VA 22313-1450

03/10/2005 6TON11 00000026 78413886

01 FC:8521
 02 FC:8522

40.00 OP
 375.00 OP

OWNER	TITLE OF TRADEMARK	APPLICATION #	REGISTRATION #	FILING DATE	REG. DATE
Panolam Industries International, Inc.	PANOLAMHPL	78/413,886		5/6/04	
Panolam Industries International, Inc.	Cardamon Fiber	78/339,386		12/11/03	
Panolam Industries International, Inc.	Celery Fiber	78/339,411		12/11/03	
Panolam Industries International, Inc.	Chamomile Fiber	78/339,417		12/11/03	
Panolam Industries International, Inc.	Chili Fiber	78/339,309		12/11/03	
Panolam Industries International, Inc.	Cinnamon Fiber	78/339,885		12/12/03	
Panolam Industries International, Inc.	Coriander Fiber	78/339,295		12/11/03	
Panolam Industries International, Inc.	Curacao Fiber	78/344,891		12/23/03	
Panolam Industries International, Inc.	Curry Fiber	78/339,882		12/12/03	
Panolam Industries International, Inc.	Kale Fiber	78/340,162		12/12/03	
Panolam Industries International, Inc.	Oatmeal Fiber	78/339,290		12/11/03	
Panolam Industries International, Inc.	Pepper Fiber	78/344,884		12/23/03	
Panolam Industries International, Inc.	Sugar Fiber	78/344,869		12/23/03	
Panolam Industries International, Inc.	Thyme Fiber	78/339,865		12/12/03	
Panolam Industries International, Inc.	Vanilla Fiber	78/339,878		12/12/03	
Panolam Industries International, Inc.	Wheat Fiber	78/340,142		12/12/03	

GRANT OF SECOND-LIEN SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, PANOLAM INDUSTRIES INTERNATIONAL, INC., a Delaware corporation (the "Grantor") with principal offices at 20 Progress Drive, Shelton, CT 06484, hereby grants to Deutsche Bank Trust Company Americas, as Collateral Agent, with principal offices at 60 Wall Street, New York, New York 10005, (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Second-Lien Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of December 3, 2004 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

1~~st~~ day of December, 2004

PANOLAM INDUSTRIES INTERNATIONAL,
INC., Grantor

By Jeffrey M. Muller
Name: JEFFREY MULLER
Title: SECRETARY

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent and Grantee

By _____
Name: Paul O'Leary
Title: Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

On this 1st day of December, 2004, before me personally came Jeffrey
M. Muller who, being by me duly sworn, did state as follows: that ~~He~~ is
Secretary of PANOLAM INDUSTRIES INTERNATIONAL, INC., that ~~He~~ is
authorized to execute the foregoing Grant on behalf of said corporation and that ~~He~~ did so
by authority of the Board of Directors of said corporation.

Paul Gibbons
Notary Public

MY COMMISSION EXPIRES: May 31st, 2005

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

3rd day of December, 2004

PANOLAM INDUSTRIES INTERNATIONAL,
INC., Grantor

By _____

Name:

Title:

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent and Grantee

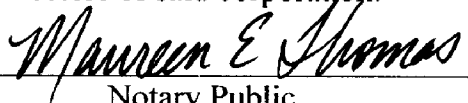
By Paul O'Leary

Name: Paul O'Leary

Title: Vice President

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 3rd day of December, 2004, before me personally came Paul O'Leary who, being by me duly sworn, did state as follows: that he is Vice President of Deutsche Bank Trust Company Americas, that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.


Notary Public

MAUREEN E. THOMAS
Notary Public - State of New York
No. 01TH6098264
Qualified in Bronx County
Certified in New York County
My Commission Expires 9/08/20 07

SCHEDULE A

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Panolam Industries International, Inc.	PANOLAMHPL	78/413,886		5/6/04	
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Panolam Industries International, Inc.	Cinnamon Fiber	78/339,885		12/11/03	
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Panolam Industries International, Inc.	Curacao Fiber	78/344,891		12/23/03	
Panolam Industries International, Inc.	Curry Fiber	78/339,882		12/11/03	
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