

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Nevamar Company, LLC		03/01/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Panolam Industries International, Inc.
Street Address:	20 Progress Drive
City:	Shelton
State/Country:	CONNECTICUT
Postal Code:	06484
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	2696267	METALLAGE
Registration Number:	1477707	MELAFACE
Registration Number:	1391590	NEVAMAR
Registration Number:	1206166	NEVAMAR ARP SURFACE
Registration Number:	1077873	MELAFACE
Registration Number:	1065806	PLUSWOOD
Registration Number:	1062256	P
Registration Number:	1010660	VINYLFACE
Registration Number:	678253	NEVAMAR
Registration Number:	2765586	CHEMARMOR

**CORRESPONDENCE DATA**

Fax Number: (213)430-6407  
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$265.00 2696267

Phone: (213) 430-8308  
Email: sgordon@omm.com  
Correspondent Name: Shari L. Gordon  
Address Line 1: 400 S. Hope Street  
Address Line 2: 18th Floor  
Address Line 4: Los Angeles, CALIFORNIA 90071-2899

ATTORNEY DOCKET NUMBER:	185,550-158
NAME OF SUBMITTER:	Svetlana G. Attestatova
Signature:	/Svetlana G. Attestatova/
Date:	03/03/2006

**Total Attachments: 4**  
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## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, NEVAMAR COMPANY, LLC**, a Delaware limited liability company ("**Grantor**"), has certain rights, title and interests in and to the Trademark Collateral (as defined below); and

**WHEREAS**, Panolam Industries International, Inc., a Delaware corporation, as successor by merger to PIH Acquisition Co. ("**Company**"), has entered into a Credit Agreement dated as of September 30, 2005 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), Credit Suisse, Cayman Islands Branch, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**"), and the other agents named therein, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

**WHEREAS**, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "**Lender Swap Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, "**Swap Counterparties**"); and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of September 30, 2005 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**");

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to any trademark or service mark registrations or applications that have been or may hereafter be issued or applied for thereon (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), and all goodwill of such Grantor's business symbolized by the Trademark Collateral and associated therewith; provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity of enforceability of such intent to use trademark application; and

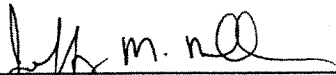
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 1<sup>st</sup> day of March, 2006.

**NEVAMAR COMPANY, LLC**

By:   
Name: Jeffrey Muller  
Title: President and Secretary

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<b>No.</b>	<b>Registrant (or Last Registered Owner)</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Trademark Description</b>
1.	Nevamar Company, LLC	2696267	03/11/03	METALLAGE
2.	Nevamar Company, LLC	1477707	02/23/88	MELAFACE (Stylized)
3.	Nevamar Company, LLC	1391590	04/29/86	NEVAMAR (Stylized)
4.	Nevamar Company, LLC	1206166	08/24/82	NEVAMAR ARP SURFACE (Stylized)
5.	Nevamar Company, LLC	1077873	11/22/77	MELAFACE
6.	Nevamar Company, LLC	1065806	05/17/77	PLUSWOOD
7.	Nevamar Company, LLC	1062256	03/29/77	P (Stylized)
8.	Nevamar Company, LLC	1010660	05/13/75	VINYLFACE
9.	Nevamar Company, LLC	678253	05/12/59	NEVAMAR
10.	Nevamar Company, LLC	2765586	09/16/03	CHEMARMOR