

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment Number One to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Pad & Paper LLC		11/08/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Foothill, Inc., as Collateral Agent		
Street Address:	2450 Colorado Avenue		
Internal Address:	Suite 3000W		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	76674791	TAKKONS	
Serial Number:	76674792	TAKKERS	
Serial Number:	78394542	EEE EXCEEDING EXPECTATIONS EVERY DAY AMPAD	
Serial Number:	76655954	SAFE SEAL	
CORRESPONDENCE DATA			
Fax Number:	(213)627-0705		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(213) 683-5627		
Email:	palakshah@paulhastings.com		
Correspondent Name:	Palak Shah		
Address Line 1:	515 S. Flower Street		
Address Line 2:	25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	26030.00099		

CH \$115.00 76674791

900122176

TRADEMARK
REEL: 003899 FRAME: 0230

NAME OF SUBMITTER:	Palak Shah
Signature:	/Palak Shah/
Date:	12/08/2008
Total Attachments: 4 source=Ampad Amendment 1 to trademark#page1.tif source=Ampad Amendment 1 to trademark#page2.tif source=Ampad Amendment 1 to trademark#page3.tif source=Ampad Amendment 1 to trademark#page4.tif	

AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT**, dated as of November 8, 2008 (this "Amendment"), is delivered pursuant to Section 6 of that certain Trademark Security Agreement, dated as of February 26, 2004 (as amended or otherwise modified prior to the date hereof, the "Trademark Security Agreement"), by American Pad & Paper LLC, a Delaware limited liability company (the "Debtor") in favor of Wells Fargo Foothill, Inc., a California corporation, as collateral agent for Project Paper, Inc., a Delaware corporation ("PPI") (in such capacity, together with its successors and assigns, if any, in such capacity, "Collateral Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Debtor and Collateral Agent wish to amend the Trademark Security Agreement by adding certain Trademarks to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Debtor and Collateral Agent hereby agree that the Trademark Collateral listed on Schedule 1 attached hereto (the "New Trademark Collateral") shall supplement and become part of the Trademark Collateral referred to in the Trademark Security Agreement (the "Existing Trademark Collateral") and shall secure all Obligations.

2. Debtor hereby: (a) reaffirms all prior grants of security interests in favor of Collateral Agent in all of Debtor's right, title, and interest in, to, and under the Existing Trademark Collateral; (b) grants, assigns, transfers, and conveys to Collateral Agent continuing security interests in all of Debtor's right, title, and interest in, to, and under the New Trademark Collateral to secure prompt payment and performance of the Obligations; (c) represents and warrants, to the extent such representation and warranty does not relate to an earlier date, that the representations and warranties in the Trademark Security Agreement, as amended by this Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of New York.

4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

5. This Amendment is a Security Document and a Transaction Document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

DEBTOR:

AMERICAN PAD & PAPER LLC,
a Delaware limited liability company

By: *Edward Byrne*
Name: *Edward Byrne*
Title: *CEO*

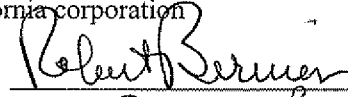
[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO
TRADEMARK SECURITY AGREEMENT]

Acknowledged and agreed to by:

COLLATERAL AGENT:

WELLS FARGO FOOTHILL, INC.,
a California corporation

By:



Name: ROBERT BERNIER

Title: VICE PRESIDENT

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO
TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003899 FRAME: 0234

SCHEDULE 1

to

AMENDMENT TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Debtor	Country	Mark	Application/ Registration No.	App/Reg Date
American Pad & Paper LLC	United States of America	TAKKONS (Class 16)	76/674791	March 29, 2007
American Pad & Paper LLC	United States of America	TAKKERS (Class 16)	76/674792	March 29, 2007
American Pad & Paper LLC	United States of America	EEE EXCEEDING EXPECTATIONS EVERY DAY AMPAD (Class 16)	78/394542	April 1, 2004
American Pad & Paper LLC	United States of America	SAFE SEAL (Class 16)	76/655954	March 2, 2006