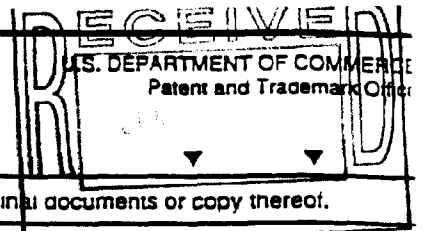


06-18-1999



COVER SHEET
ONLY



Tab settings >>> ▾

To the Honorable Commissioner

101069622

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Blue Ridge Paper Products, Inc.

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: General Electric Capital Corporation,
as Agent
Internal Address: _____
Street Address: 105 W. MADISON
City: Chicago State: IL ZIP: 60609

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State NY
 Other _____

3. Nature of conveyance: med 6-15-99

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 14, 1999

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)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)
B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Laura Konrath
 Internal Address: Winston & Strawn
33rd Floor
 Street Address: 35 West Wacker Drive
 City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....\$ 290.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
N/A

(Attach duplicate copy of this page if paying by deposit account)

06/17/1999 DNGUYEN 00000274 1650116
 01 FC-481 40.00 DP
 02 FC-482 250.00 DP

DO NOT USE THIS SPACE

9. 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.

Laura Konrath
Name of Person Signing

[Signature]
Signature

_____ Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

Continuation
Item 4

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

| <u>Mark</u> | <u>Country</u> | <u>Reg. No.</u> | <u>Date</u> |
|-----------------|----------------|-----------------|-------------|
| BUFF NE'ER TEAR | U.S. | 1,650,116 | 7/9/91 |
| FOLDUR | U.S. | 553,317 | 1/15/52 |
| KEYSTONE | U.S. | 1,551,856 | 8/15/89 |
| SKYLAND | U.S. | 781,426 | 12/8/64 |
| SUNTAN | U.S. | 339,420 | 10/6/36 |
| CRUSH-PAK | U.S. | 1,824,392 | 3/1/94 |
| DAIRYPAK | U.S. | 1,367,551 | 10/29/85 |
| DP and Design | U.S. | 752,715 | 7/16/63 |
| VITASAVER | U.S. | 1/437,345 | 4/21/87 |

TRADEMARK APPLICATIONS

| <u>Mark</u> | <u>Country</u> | <u>Appln. No.</u> | <u>Date</u> |
|-------------|----------------|-------------------|-------------|
| OUTLOOK | U.S. | 75/502463 | 6/5/98 |
| LITEFORCE | U.S. | 75/392,465 | 11/19/97 |

TRADEMARK LICENSES

| <u>Name of Agreement</u> | <u>Parties</u> | <u>Date of Agreement</u> |
|--------------------------|--|--------------------------|
| License Agreement | Champion International Corporation & Blue Ridge Paper Products Inc. | Closing Date |

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 14, 1999, by BLUE RIDGE PAPER PRODUCTS INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties (including Holdings), Agent, Syndication Agent, Arrangers and Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor.

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented, replaced or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and 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.

[Signature Page Follows]

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

BLUE RIDGE PAPER PRODUCTS INC.

By: 

Name: Gordon Jones

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: 

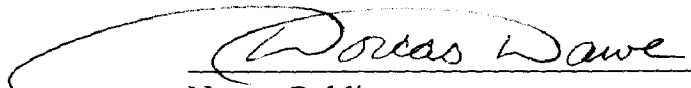
Name: James F. Hogan

Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.

On this 4th day of May, 1999, before me personally appeared Gordon Jones, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of BLUE RIDGE PAPER PRODUCTS INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

{seal}

DORCAS DAWE
Notary Public, State of New York
No. 31-4877033
Qualified in New York County
Commission Filed in Kings & Queens County
Commission Expires February 2, ~~19~~ 2001

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

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