

1-8-04 REC

01-09-2004

SHEET

Y



b settings = = =

To the Honorable Commissioner of Pa.

102641862

attached original documents or copy thereof.

Name of conveying party(ies):

BRPP, LLC

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State

Other North Carolina limited liability company

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

Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: December 17, 2003

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation,
as agent

Internal Address: _____

Street Address: 800 Connecticut Ave.

City: Norwalk State: CT ZIP: 06854

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

33rd Floor

Street Address: 35 West Wacker Drive

6. Total number of applications and registrations involved: _____

16

7. Total fee (37 CFR 3.41).....\$ 415.00

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)

City: Chicago State: IL ZIP: 60601

01/09/2004 LMUELLER 00000089 1650116

01 FC:8521
02 FC:8522

40.00 OP
375.00 OP

DO NOT USE THIS SPACE

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

Laura Konrath
Signature

1/5/04
Date

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

Mail documents to be recorded with required cover sheet information to:

Continuation
Item 4

Registration Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	BUFF NE'ER TEAR	1,650,116	07/09/91
United States	FOLDUR	553,317	07/15/52
United States	KEYSTONE	1,551,856	08/15/89
United States	SKYLAND	781,426	12/08/64
United States	SUNBURST	1,004,791	02/18/75
United States	SUNTAN	N/A	10/06/36
United States	OUTLOOK	2,556,385	04/02/02
United States	CRUSH-PAK	1,824,392	03/01/94
United States	LITEFORCE	2,423,674	01/23/01
United States	DAIRYPAK	1,367,551	10/29/85
United States	VITASAVER	1,437,345	04/21/87
United States	VITALOK	2,559,595	04/09/02
United States	BLUE RIDGE	2,665,661	12/14/02
United States	BLUE RIDGE DESIGN	2,614,864	09/03/02
United States	DAZZLEPAK	2,728,786	06/24/03

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
United States	BLUE RIDGE SEASONS	76/245,633	04/24/01
United States	REFLEXION	76/316,840	09/24/01

16

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 17, 2003, by BRPP, LLC, a North Carolina limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware 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 Blue Ridge Paper Products Inc. ("Borrower"), Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and 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 Borrower and guaranteed by 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 herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented 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 thereto 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.

BRPP, LLC

By: Blue Ridge Paper Products Inc., sole Member and
Manager

By: John Wadsworth
Name: John Wadsworth
Title: Chief Financial

ACCEPTED AND ACKNOWLEDGED BY:


GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: [Signature]
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
) ss.
COUNTY OF New York)

On this 17th day of December 2003 before me personally appeared John Whitworth, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of BRPP, LLC who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company and that he acknowledged said instrument to be the free act and deed of said company.



Notary Public

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

See Attached.

NYWORD 250269v1

**TRADEMARK
REEL: 002893 FRAME: 0787**

Registration Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	BUFF NE'ER TEAR	1,650,116	07/09/91
United States	FOLDUR	553,317	07/15/52
United States	KEYSTONE	1,551,856	08/15/89
United States	SKYLAND	781,426	12/08/64
United States	SUNBURST	1,004,791	02/18/75
United States	SUNTAN	N/A	10/06/36
United States	OUTLOOK	2,556,385	04/02/02
United States	CRUSH-PAK	1,824,392	03/01/94
United States	LITEFORCE	2,423,674	01/23/01
United States	DAIRYPAK	1,367,551	10/29/85
United States	VITASAVER	1,437,345	04/21/87
United States	VITALOK	2,559,595	04/09/02
United States	BLUE RIDGE	2,665,661	12/14/02
United States	BLUE RIDGE DESIGN	2,614,864	09/03/02
United States	DAZZLEPAK	2,728,786	06/24/03

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
United States	BLUE RIDGE SEASONS	76/245,633	04/24/01
United States	REFLEXION	76/316,840	09/24/01

Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
Panama	DAIRYPAK	Blue Ridge	Industrias Panamenas, S.A.	September 1, 2002	August 30, 2005

Domain Names

<u>Domain Name</u>	<u>Owner</u>	<u>Reg. Date</u>	<u>Exp. Date</u>
www.blueridgepaper.com	Blue Ridge	05/07/99	05/07/06

NYWORD 250269v1

RECORDED: 01/08/2004

TRADEMARK
REEL: 002893 FRAME: 0789