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Form PTO-1594 (Rev 6-93)

RE: 102643213 TRADEMARKS ONL 1

U.S. Department of Commerce Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): <u>1.7.04</u></p> <p><u>BRPP, LLC</u></p> <p>Individual(s) Association General Partnership Limited Partnership Corporation * Other <u>Limited Liability Corporation</u></p> <p>Additional name(s) of conveying party(ies) attached? Yes No</p> <p>3. Nature of conveyance:</p> <p>Assignment Merger * Security Agreement Change of Name Other _____</p> <p>Execution Date: <u>December 17, 2003</u></p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>U.S. BANK NATIONAL ASSOCIATION</u></p> <p>Street Address: <u>60 Livingston Avenue</u></p> <p>City: <u>St. Paul</u> State: <u>MN</u> ZIP: <u>55107</u></p> <p>Country: _____</p> <p>Individual(s) citizenship _____ Association _____ General Partnership _____ Limited Partnership _____ Corporation _____ * Other <u>Financial Institution</u></p> <p>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)</p> <p>Additional name(s) & Address(es) attached? Yes * No</p>
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4. Application number(s) or trademark number(s): SEE SCHEDULE 1

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s) <u>SEE SCHEDULE 1</u>	B. Trademark No.(s) <u>SEE SCHEDULE 1</u>
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Additional numbers attached Yes * No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Robert E. Rude II</u> Internal Address: <u>Mayer, Brown Rowe & Maw LLP</u></p> <p>Street Address: <u>1909 K Street, NW</u> City: <u>Washington</u> State: <u>DC</u> ZIP: <u>20006</u></p>	<p>6. Total number of applications and trademarks involved: <u>19</u></p> <p>7. Total fee (37 CFR 3.41): <u>\$ 490.00</u></p> <p>* Enclosed (Check No. 3842)</p> <p>Authorized to be charged to deposit account _____</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Robert E. Rude II RSR II January 7, 2004
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet and document attachments: 8

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01 FC:8521
02 FC:8522

40.00 OP
450.00 OP

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

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 U.S. BANK NATIONAL ASSOCIATION, in its capacity as Collateral Agent for Trustee and Noteholders.

WITNESSETH:

WHEREAS, Blue Ridge Paper Products Inc. (the "Issuer") and Grantor have entered into an Indenture, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Indenture") with Collateral Agent, as trustee (in such capacity, the "Trustee"), pursuant to which Issuer is issuing 9.5% Senior Secured Notes due 2008 in the aggregate principal amount of \$125,000,000 (collectively issued under such Indenture, the "Notes");

WHEREAS, Collateral Agent and Trustee are willing to enter into the Indenture and potential purchasers are willing to purchase the Notes as provided for in the Indenture, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Trustee and Noteholders, that certain Noteholder 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"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for itself and the ratable benefit of Trustee and Noteholders, 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 the Indenture.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Collateral 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;

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(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 Collateral Agent, on behalf of itself, Trustee and Noteholders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral 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., its Sole Member

By: John Wadsworth
Name: John Wadsworth
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: [Signature]
Name: Fay P. Lester
Title: Vice President

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

See Attached.

NYWORD 250269v1

RECORDED: 01/07/2004

**TRADEMARK
REEL: 002894 FRAME: 0139**