

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
Stora Enso North America Corp.		12/21/2007	CORPORATION: WISCONSIN

RECEIVING PARTY DATA	
Name:	The Bank of New York, as Priority Lien Collateral Trustee
Street Address:	101 Barclay Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	New York banking corporation: NEW YORK

PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Serial Number:	77003628	ARBOR
Serial Number:	78939936	ARBORPRESS
Serial Number:	77003622	ARBORWEB
Serial Number:	77003613	ARBORWEB PLUS
Serial Number:	77299788	ARIES
Serial Number:	78863161	BLAZER DIGITAL
Registration Number:	1392310	CAPRI
Registration Number:	2773395	CAPRIPRESS
Registration Number:	0820771	CENTURA
Registration Number:	1687141	CONCYCLE
Registration Number:	0877009	CONSO-MATTE W.O.
Registration Number:	0500488	CONSOLIDATED
Registration Number:	0550747	CONSOLIDATED
Registration Number:	0822881	CONSOLIDATED

OP \$1240.00 77003628

Registration Number:	2769061	CONSOPRESS
Registration Number:	2938182	CONSOPRESS ADVANTAGE
Serial Number:	77003603	CONSOPRESS ARBOR
Registration Number:	2777443	ED
Registration Number:	1659724	EXCELLENCE
Registration Number:	1354753	EXCELLENCE
Serial Number:	77299806	EXPEDITION
Registration Number:	0880492	FORTUNE GLOSS
Registration Number:	1706723	FUTURA
Registration Number:	2172880	FUTURA
Registration Number:	2629455	GUSTO
Registration Number:	2441458	HOTEL MEAD
Registration Number:	1525600	MIDSET W.O.
Registration Number:	0569844	MODERN GLOSS
Registration Number:	0820769	NOVA
Registration Number:	1692964	ORION
Serial Number:	76380639	OUR PASSION IS PAPER
Serial Number:	76380638	OUR PASSION IS PAPER OUR MISSION IS MORE
Registration Number:	2548531	OURPAPER
Registration Number:	1268601	POINT
Registration Number:	0878664	POINT OPAQUE
Registration Number:	2769062	POLARISPRESS
Serial Number:	77003588	POLARISPRESS ARBOR
Registration Number:	0579130	PRODUCTOLITH
Serial Number:	77260503	PRODUCTOLITH PTS DIGITAL
Serial Number:	77260522	PTS
Registration Number:	0951977	SPYDER WEB
Registration Number:	1611731	SUPERIOR GLOSS
Registration Number:	2014920	SUPERIOR HQ
Registration Number:	2824592	SUPERIORPRESS
Registration Number:	1877924	TELEMERCHANT
Registration Number:	2793862	THE DESIGN OF CULTURE C
Registration Number:	1550925	ULTRAWEB
Registration Number:	2583466	UNI-THERM
Serial Number:	77299799	VOYAGEUR

TRADEMARK

REEL: 003687 FRAME: 0809

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312/876-7628
Email: linda.kastner@lw.com
Correspondent Name: Linda R. Kastner, c/o Latham & Watkins
Address Line 1: 233 S. Wacker Drive
Address Line 2: Suite 5800, Sears Tower
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Linda R. Kastner
Signature:	/lk/
Date:	01/02/2008

Total Attachments: 15
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of December 21, 2007 (as amended, restated or otherwise modified, the “**Trademark Security Agreement**”), is entered into by and between **STORA ENSO NORTH AMERICA CORP.** (the “**Grantor**”) and **THE BANK OF NEW YORK**, a New York banking corporation, in its capacity as collateral trustee for the Secured Parties (together with successors and assigns in such capacity, the “**Priority Lien Collateral Trustee**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Priority Lien Debt Pledge and Security Agreement dated as of December 21, 2007 (the “**Pledge and Security Agreement**”) by and among the Grantor, the other grantors party thereto and the Priority Lien Collateral Trustee, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Priority Lien Documents the Grantor hereby agrees with the Priority Lien Collateral Trustee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meanings given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Priority Lien Collateral Trustee, for the benefit of the Secured Parties, as security for the Secured Obligations, a security interest in all of such 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 United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, and all registrations and applications for any of the foregoing (excluding (i) any intent-to-use trademark or service mark application prior to the filing and acceptance with the United States Patent and Trademark Office of a Statement of Use with respect to such application (but only to the extent that the grant of security interest in such intent-to-use trademark or service mark application is in violation of 15 U.S.C. §1060); and (ii) any Internet domain name the registration agreement for which prohibits the granting by the registrant of a security interest in such Internet domain name (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity)), including the registrations and applications referred to on Schedule I hereto (collectively, “**Trademarks**”);

(b) any and all agreements containing the express grant of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, “**Trademark Licenses**”);

(c) all extensions or renewals of the foregoing;

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

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and

(f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Priority Lien Collateral Trustee for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Priority Lien Collateral Trustee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

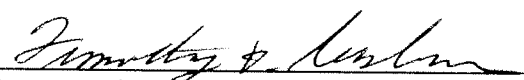
SECTION 6. Priority Lien Collateral Trustee. In connection with its appointment and acting hereunder, the Priority Lien Collateral Trustee is entitled to all the rights, privileges, protections and immunities provided to it under the Pledge and Security Agreement.

SECTION 7. Waiver of Jury Trial. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES HERETO EACH IRREVOCABLY WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM (INCLUDING ANY COUNTERCLAIM), SUIT OR PROCEEDING ON, ARISING OUT OF OR RELATING TO THIS AGREEMENT.

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IN WITNESS WHEREOF, the 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.

STORA ENSO NORTH AMERICA CORP.

By: 

Name: Timothy D. Nusbaum

Title: Treasurer

Accepted and Agreed:

THE BANK OF NEW YORK,
as Priority Lien Collateral Trustee

By: *Carlos R. Luciano*
Name: CARLOS R. LUCIANO
Title: VICE CHIEF FINANCIAL OFFICER

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Description	Reg. No.	App. No.	Reg. Date	Record Owner
US	ARBOR	pending	77/003,628		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
CA	ARBOR	pending	1338668		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
EC	ARBOR	pending	5750872		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	ARBORPRESS	pending	78939936		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
CA	ARBORPRESS	pending	1326047		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
CA	ARBORWEB	pending	1338672		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
EC	ARBORWEB	pending	5750906		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)

Country	Description	Reg. No.	App. No.	Reg. Date	Record Owner
US	ARBORWEB	pending	77/003622		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	ARBORWEB PLUS	pending	77/003613		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
EC	ARBORWEB PLUS	pending	5750989		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
CA	ARBORWEB PLUS	pending	1338669		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	ARIES	pending	77299788		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
CA	BLAZER DIGITAL	pending	1312782		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
USA	BLAZER DIGITAL	pending	78/863,161		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	CAPRI	1392310		06-May-1986	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	CAPRIPRESS	2773395			Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)

Country	Description	Reg. No.	App. No.	Reg. Date	Record Owner
CA	CAPRIPRESS	TMA626176			Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
CA	CENTURA	pending	1335958		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	CENTURA	0820771		20-Dec-1966	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	CONCYCLE	1,687,141		12-May-1992	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	CONSO-MATTE W.O.	0877009		16-Sep-1969	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	CONSOLIDATED (fig.)	0500,488		01-Jun-1948	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	CONSOLIDATED (fig.)	0550,747		13-Nov-1951	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
EC	CONSOLIDATED (fig.)	848598		10-May-2000	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.) (successor-in-interest to Consolidated Papers, Inc.)

Country	Description	Reg. No.	App. No.	Reg. Date	Record Owner
US	CONSOLIDATED and design	0822881		27-Jan-1967	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	CONSOPRESS	2769061		30-Sep-2003	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
CA	CONSOPRESS	pending	1338673		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
CA	CONSOPRESS	TMA626037		19-Nov-2004	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	CONSOPRESS ADVANTAGE	2938182		05-Apr-2005	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
CA	CONSOPRESS ADVANTAGE	TMA652956		18-Nov-2005	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	CONSOPRESS ARBOR	pending	77003603		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
CA	CONSOPRESS ARBOR	pending	1339176		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	Ed (logotype)	2,777,443		28-Oct-2003	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)

Country	Description	Reg. No.	App. No.	Reg. Date	Record Owner
US	EXCELLENCE (principal)	1659724		08-Oct-1991	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	EXCELLENCE (supplemental)	1354753		13-Aug-1985	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
CA	EXCELLENCE WEB	TMA375137		02-Nov-1990	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	EXPEDITION	pending	77299806		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	FORTUNE GLOSS	0880492		11-Nov-1969	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	FUTURA	1,706,723		11-Aug-1992	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	FUTURA (fig)	2172880		14-Jul-1998	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	GUSTO	2629455		01-Oct-2002	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	HOTEL MEAD	2441458		03-Apr-01	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)

Country	Description	Reg. No.	App. No.	Reg. Date	Record Owner
CA	LITHOWEB	TMA376135		23-Nov-1990	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
CA	LITHOWEB PLUS	TMA371279		27-Jul-1990	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	MIDSET W.O.	1525600		21-Feb-1989	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
NZ	MIDSET W.O.	197533		Reg date unknown. Renewal 14-Nov-2010	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	MODERN GLOSS	0569844		03-Feb-1953	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	NOVA	0820769		20-Dec-1966	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	ORION	1692964		09-June-2002	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	Our Passion is Paper	pending	76/380639		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.) [abandoned]
US	Our Passion is Paper Our Mission is More	pending	76/380638		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.) [abandoned]

Country	Description	Reg. No.	App. No.	Reg. Date	Record Owner
CA	OURPAPER	TMA597028		09-Dec-2003	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	OURPAPER	2548531		12-Mar-2002	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	POINT	1268601		28-Feb-1984	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	POINT OPAQUE	878664		14-Oct-1969	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	POLARISPRESS	2769062		30-Sep-2003	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	POLARISPRESS ARBOR	pending	77003588		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
CA	POLARISPRESS ARBOR	pending	1338855		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
CA	PREDATOR	pending	1364358		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	PRODUCTOLITH	0579130		25-Aug-1953	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)

Country	Description	Reg. No.	App. No.	Reg. Date	Record Owner
US	PRODUCTOLITH PTS DIGITAL	pending	77/260,503		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	PTS with design	pending	77260522		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
CA	SPARTANWEB	TMA551818		01-Oct-2001	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	SPYDER WEB	0951977		30-Jan-1973	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	SUPERIOR GLOSS	1611731		28-Aug-1990	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	SUPERIOR HQ	2014920		23-Mar-2004	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	SUPERIORPRESS	2824592		23-Mar-2004	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	TELEMERCHANT	1877924		07-Feb-1995	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	The Design of Culture C (logotype)	2793862		16-Dec-2003	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)

Country	Description	Reg. No.	App. No.	Reg. Date	Record Owner
US	ULTRAWEB	1550925		08-Aug-1989	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	UNI-THERM	2583466		18-Jun-2002	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
MY	UNI-THERM	1008780		23-May-2007	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
MK	UNI-THERM	TM2001/720	Z-20010720	12-Aug-2005	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
BR	UNI-THERM	pending	823813452		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
CN	UNI-THERM	1925791		21-Oct-2002	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
KR	UNI-THERM	536384		04-Dec-2002	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
EC	UNI-THERM	2258085		22-Jun-2006	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
AU	UNI-THERM	878789		12-Jun-2001	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)

Country	Description	Reg. No.	App. No.	Reg. Date	Record Owner
TW	UNI-THERM	1019243		16-Oct-2002	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
BG	UNI-THERM	43493		09-Dec-2002	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
VN	UNI-THERM	42465		30-Jul-2002	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
HR	UNI-THERM	20010956		20-May-2002	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
JP	UNI-THERM	4631526		20-Dec-2002	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
BA	UNI-THERM	pending	BAZ015312A		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
ZA	UNI-THERM	2001/10156		23-Nov-2005	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
TH	UNI-THERM	170833		06-Nov-2002	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
ID	UNI-THERM	512658		10-Jul-2002	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)

Country	Description	Reg. No.	App. No.	Reg. Date	Record Owner
HK	UNI-THERM	15353		20-Aug-2001	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
IN	UNI-THERM	pending	1038221		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
SG	UNI-THERM	01/13479		24-Aug-2001	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
AR	UNI-THERM	1903658		02-Dec-2002	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
MX	UNI-THERM	723376		31-Oct-2001	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
CA	UNI-THERM	TMA597090		10-Dec-2003	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
VE	UNI-THERM	pending	16635-01		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
CO	UNI-THERM	249457		18-Apr-2002	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	VOYAGEUR	pending	77299799		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)