

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
-------------------------	----------------

NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks
------------------------------	------------------------------------------------------------

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		09/18/2008	National Banking Association: MINNESOTA

RECEIVING PARTY DATA

Name:	BRPP, LLC
Street Address:	41 Main Street
City:	Canton
State/Country:	NORTH CAROLINA
Postal Code:	28716
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1650116	BUFF NE'ER TEAR
Registration Number:	0553317	FOLDUR
Registration Number:	1551856	KEYSTONE
Registration Number:	0781426	SKYLAND
Registration Number:	1004791	SUNBURST
Registration Number:	0339420	SUNTAN
Registration Number:	2556385	OUTLOOK
Registration Number:	1824392	CRUSH-PAK
Registration Number:	1367551	DAIRYPAK
Registration Number:	1437345	VITASAVER
Registration Number:	2559595	VITALOK
Registration Number:	2665661	BLUE RIDGE
Registration Number:	2614864	
Registration Number:	2728786	DAZZLEPAK

CH \$440.00 1650116

Registration Number:	2423674	LITEFORCE
Registration Number:	2743531	BLUE RIDGE SEASONS
Registration Number:	2857206	REFLEXION

CORRESPONDENCE DATA

Fax Number: (212)909-6836
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 909-6000
Email: trademarks@debevoise.com
Correspondent Name: Lisa A. Schwartz
Address Line 1: Debevoise & Plimpton LLP, 919 Third Ave.
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	23045-1005
NAME OF SUBMITTER:	Lisa A. Schwartz
Signature:	/Lisa A. Schwartz/
Date:	09/24/2008

Total Attachments: 6
source=U.S. Bank National Association trademark assignment#page1.tif
source=U.S. Bank National Association trademark assignment#page2.tif
source=U.S. Bank National Association trademark assignment#page3.tif
source=U.S. Bank National Association trademark assignment#page4.tif
source=U.S. Bank National Association trademark assignment#page5.tif
source=U.S. Bank National Association trademark assignment#page6.tif

TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of September 18, 2008, from U.S. Bank National Association, a national banking association with its principal place of business in Minneapolis, Minnesota, in its capacity as Collateral Agent for Trustee and Noteholders, to BRPP, LLC, a North Carolina limited liability company ("Grantor").

WITNESSETH:

WHEREAS, pursuant to the Indenture, dated as of December 17, 2003, as amended, supplemented and restated or otherwise modified from time to time, among Blue Ridge Paper Products Inc., the Guarantors named therein and U.S. Bank National Association, as Trustee and Collateral Agent (the "Indenture"), Grantor executed and delivered that certain Noteholder Security Agreement, dated as of December 17, 2003 (the "Noteholder Security Agreement"), and that certain Trademark Security Agreement, dated as of December 17, 2003 (the "Trademark Security Agreement", and, together with the Noteholder Security Agreement, the "Security Agreements"), in favor of the Collateral Agent, and granted to the Collateral Agent a continuing first priority security interest (the "Security Interest") in certain Trademark Collateral (as hereinafter defined); and

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on January 7, 2004, at Reel 2894, Frame 0132; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby states as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Indenture.

2. Trademark Collateral: The term "Trademark Collateral," as used herein, shall mean all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

(a) all of its trademarks and trademark licenses to which it is a party including those referred to on Schedule A 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. Release of Security Interest: The Collateral Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Collateral Agent in such Trademark Collateral shall hereby cease and become void.

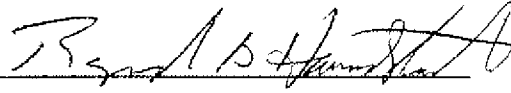
4. Further Assurances: The Collateral Agent shall execute and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 

Name: **Raymond S. Haverstock**
Title: **Vice President**

ACKNOWLEDGMENT

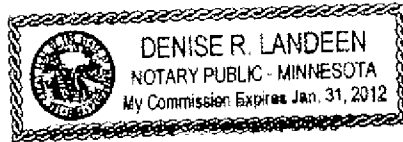
STATE OF MINNESOTA)
 :SS:
COUNTY OF Ramsey)

This instrument was acknowledged before me on September 18 2008 by
Raymond Haverstock

Denise Landeen
Signature of Notary Public

Notary Public
Title of Notary Public

Notary Seal (if any)



Date Commission Expires: 01/31/2012

SCHEDULE A

Trademark Registrations

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Buff Ne'er Tear	74/044,773	04/02/1990	1,650,116	07/09/1991
Foldur	71/527,303	07/05/1947	0,553,317	01/15/1952
Keystone	73/715,643	03/09/1988	1,551,856	08/15/1989
Skyland	72/185,983	02/04/1964	0,781,426	12/08/1964
Sunburst	73/011,613	01/23/1974	1,004,791	02/18/1975
Suntan	71/377,734	04/28/1936	0,339,420	10/06/1936
Outlook	75/502,463	06/15/1998	2,556,385	04/02/2002
Crush-Pak	74/396,565	06/01/1993	1,824,392	03/01/1994
Dairypak	73/511,032	11/29/1984	1,367,551	10/29/1985
Vitasaver	73/607,919	07/07/1986	1,437,345	04/21/1987
Vitalok	75/814,266	10/04/1999	2,559,595	04/09/2002
Blue Ridge	76/267,392	06/05/2001	2,665,661	12/24/2002
Blue Ridge Design	76/272,722	06/18/2001	2,614,864	09/03/2002
Dazzlepak	76/381,500	03/12/2002	2,728,786	06/24/2003
Liteforce	75/392,465	11/19/1997	2,423,674	01/23/2001
Blue Ridge Seasons	76/245,633	04/24/2001	2,743,531	07/29/2003
Reflexion	76/316,840	09/24/1001	2,857,206	06/29/2004

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>
www.blueridgepaper.com	Blue Ridge	05/07/1999