

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

80034-202

1

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

General Electric Capital Corporation

*as agent*

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

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance / Execution Date(s) :**

Execution Date(s) October 31, 2008

- Assignment
- Security Agreement
- Other Termination & Release of Security Interest in Trademarks
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Blue Ridge Paper Products Inc.

Internal

Address:

Street Address: 5350 Poplar Ave.

City: Memphis

State: TN

Country: USA Zip: 38119

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

**6. Total number of applications and registrations involved:**

11

**7. Total fee (37 CFR 2.8(b)(6) & 3.41) \$ 290**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 232428  
Authorized User Name Laura Konrath

**9. Signature:**

*Laura Konrath*  
Signature

*11/6/08*  
Date

Laura Konrath

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$290.00 232428 74044773

Continuation Item 4

SCHEDULE A

Trademark Registrations

	<u>TRADEMARK</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
1	Buff Ne'er Tear				
2	Foldur	74/044,773	04/02/1990	1,650,116	07/09/1991
3	Keystone	71/527,303	07/05/1947	0,553,317	01/15/1952
4	Skyland	73/715,643	03/09/1988	1,551,856	08/15/1989
5	Suntan	72/185,983	02/04/1964	0,781,426	12/08/1964
6	Outlook	71/377,734	04/28/1936	0,339,420	10/06/1936
7	Crush-Pak	75/502,463	06/15/1998	2,556,385	04/02/2002
8	Dairypak	74/396,565	06/01/1993	1,824,392	03/01/1994
9	Vitasaver	73/511,032	11/29/1984	1,367,551	10/29/1985
10	DP	73/607,919	07/07/1986	1,437,345	04/21/1987
11	Liteforce	72/150,398	08/03/1962	0,752,715	07/16/1963
		75/392,465	11/19/1997	2,423,674	01/23/2001

Trademark Licenses

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
License Agreement	Champion International Corporation and Blue Ridge Paper Products Inc.	May 14, 1999

TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of October 31, 2008, from General Electric Capital Corporation, a Delaware corporation having a principal place of business at 3135 Easton Turnpike, Fairfield, Connecticut 06828, as a lender and as agent (the "Agent") for the Lenders that are parties to the Credit Agreement, dated as of May 14, 1999 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement"), among the Grantor (as hereinafter defined), the other Credit Parties thereto, the Lenders, Syndication Agent, Arrangers and the Agent, to Blue Ridge Paper Products Inc., a Delaware corporation having a principal place of business at 5350 Poplar Avenue, Memphis, TN 38119 (the "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement Grantor executed and delivered that certain Security Agreement, dated as of May 14, 1999 and that certain Trademark Security Agreement, dated as of May 14, 1999 (the "Trademark Security Agreement" and together with the Security Agreement, the "Security Agreements"), in favor of the Agent, and granted to the 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 June 15, 1999, at Reel 1922, Frame 0774; and

WHEREAS, the 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 Agent hereby states as follows:

1. 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.

2. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

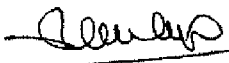
3. Further Assurances: The Agent shall execute and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest.

\* \* \*

[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.

GENERAL ELECTRIC CAPITAL  
CORPORATION,  
as Agent

By:   
Name: Meenoo Sameer  
Title: Duly Authorized Signatory



SCHEDULE ATrademark Registrations

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**WINSTON & STRAWN LLP**

35 West Wacker Drive, Chicago, Illinois 60601-9703

P: (312) 558-5600 F: (312) 558-5700

Electronic  
Letterhead

CHARLOTTE \* CHICAGO \* GENEVA \* LONDON \* LOS ANGELES \* MOSCOW \* NEW YORK \* NEWARK \* PARIS \* SAN FRANCISCO \* WASHINGTON, D.C.

WRITER'S DIRECT DIAL  
312-558-6352

November 6, 2008

**VIA TELECOPIER**U.S. Patent & Trademark Office  
Assignment Division  
Box Assignments  
1213 Jefferson Davis Hwy.  
Suite 320  
Washington, DC 20231**Re: Client #80034/262 – GECC/Blue Ridge Paper Products Inc.**

Dear Commissioner:

Enclosed is a Termination & Release of Security Interest in Trademarks. Please file the enclosed with the Trademark Assignment Department of the U.S. Patent and Trademark Office.

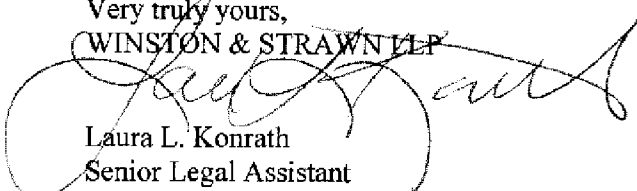
Please deduct \$290 from Deposit Account #232428. When the filing process is completed, please send the file-stamped document to:

Fax to Laura Konrath c/o Winston & Strawn (312) 558-5700 or send via email to [lkonrath@winston.com](mailto:lkonrath@winston.com)

Should you require any additional information, please do not hesitate to call. Thank you for your attention to this matter.

Very truly yours,

WINSTON &amp; STRAWN LLP

  
Laura L. Konrath  
Senior Legal AssistantL.L.K.:cl  
Enclosures