

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
Paperweight Development Corp.		02/08/2010	CORPORATION: WISCONSIN
Appleton Papers Inc.		02/08/2010	CORPORATION: DELAWARE
American Plastics Company, Inc.		02/08/2010	CORPORATION: WISCONSIN
New England Extrusion Inc.		02/08/2010	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	60 Livingston Avenue
Internal Address:	Attention: Appleton Administrator
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55107-2292
Entity Type:	Bank:

PROPERTY NUMBERS Total: 62

Property Type	Number	Word Mark
Serial Number:	72333680	CHAUCER
Serial Number:	73258747	A APPLETON PAPERS INC.
Serial Number:	73258780	A
Serial Number:	73730018	JAZZ
Serial Number:	73736617	POLYTHERM
Serial Number:	73818573	INTEGRA
Serial Number:	73825645	OPTIMA
Serial Number:	74032744	RECOVER
Serial Number:	74073357	RECOVER
Serial Number:	74237127	XERO/FORM
Serial Number:	74356402	SECURATHERM

CH \$1565.00 72333680

Serial Number:	74459804	E
Serial Number:	74559314	DOCUCHECK
Serial Number:	74581221	DOCUCHECK
Serial Number:	74581904	E THE SEAL OF EXCELLENCE.
Serial Number:	74653678	FRUIT*A*BURST
Serial Number:	74669538	WAVEX
Serial Number:	74720888	ECOGUARD
Serial Number:	75022678	DOCUCHECK BASIC
Serial Number:	75022679	DOCUCHECK WATERMARK
Serial Number:	75026304	
Serial Number:	75026306	APPLETON PAPERS
Serial Number:	75028257	
Serial Number:	75053445	TONERFUSE
Serial Number:	75057309	LASERSNAP
Serial Number:	75896050	ECARBONLESS
Serial Number:	75896051	POS PLUS
Serial Number:	76168328	WHAT IDEAS CAN DO
Serial Number:	76228628	IMPEDE
Serial Number:	76244959	APPLETON COATED
Serial Number:	76264905	APPLETON
Serial Number:	76296148	TECHMARK
Serial Number:	76296562	ROYALE 700
Serial Number:	76320347	THERMASENSE
Serial Number:	76372735	HEATSAFE
Serial Number:	76372736	DUAL
Serial Number:	76372738	PRESSPRO
Serial Number:	76384321	SMARTSTRATE
Serial Number:	76384973	ALPHA
Serial Number:	76407678	AVARIO
Serial Number:	76450463	RÉSISTE
Serial Number:	77356691	LINEMARK
Serial Number:	77976524	ENCAPSYS
Serial Number:	78184068	FORGEBLOC
Serial Number:	78215246	MONDIAL MARK
Serial Number:	78269164	APPLETON WHAT IDEAS CAN DO

TRADEMARK

REEL: 004145 FRAME: 0403

Serial Number:	78282920	EAGLE
Serial Number:	78295654	ASSURMARK
Serial Number:	78297150	THERMART
Serial Number:	78302614	MOISTURE BLOC
Serial Number:	78303979	HIYIELD
Serial Number:	78309895	EAGLE
Serial Number:	78367122	DOCUMARK
Serial Number:	78370108	PIP
Serial Number:	78432653	INSTANT REPLAY
Serial Number:	78496846	
Serial Number:	78573978	TECHMARK PENTICK PLUS SWIPER
Serial Number:	78574465	TECHMARK PENTICK PLUS
Serial Number:	78583585	NEX
Serial Number:	78597462	INFLEX
Serial Number:	78602211	DOCUCHECK GHOST
Serial Number:	78619917	LIGHTSAFE

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-819-8437
Email: afessak@whitecase.com
Correspondent Name: Andrew Fessak
Address Line 1: 1155 Avenue of the Americas
Address Line 2: White & Case LLP
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1110692-0005-APPLETON
NAME OF SUBMITTER:	Andrew Fessak
Signature:	/Andrew Fessak/
Date:	02/09/2010

Total Attachments: 6
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TRADEMARK COLLATERAL AGREEMENT
(SHORT-FORM)

TRADEMARK COLLATERAL AGREEMENT (this “**Agreement**”), dated as of February 8, 2010, made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “Grantors”), in favor of U.S. Bank National Association, as collateral agent (in such capacity and together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties, as defined in the Collateral Agreement, defined below.

Reference is made to the Collateral Agreement dated as of February 8, 2010 (as amended, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), among the Grantors and the Collateral Agent. The Notes Issuer and each of the other Grantors are engaged in related businesses and each Grantor will derive substantial direct and indirect benefit from the issuance of the Notes. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to and in accordance with the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest of each such Grantor in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); provided that no security interest shall attach to any such Trademark Collateral if and for so long as the grant of such security interest would result in the abandonment, invalidation, unenforceability or termination of such Trademark Collateral; and provided further that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation, unenforceability or termination shall be remedied:

all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, in the United States Patent and Trademark Office including, without limitation, as referred to in Schedule I and (ii) the right to obtain all extensions and renewals thereof.

Notwithstanding the foregoing, the Trademarks Collateral shall not include any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or Section 1(d) of the Lanham Act has been filed, to the extent that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act or cause the trademark that is the subject thereof to be invalidated or abandoned. It is the intent of the parties that this Agreement grants a security interest in the Trademark

Collateral and is not intended to be, and shall not be deemed to be, an assignment of the Trademark Collateral.

Section 3. Termination. This Agreement is made to secure the satisfactory performance and payment of the Obligations. This Agreement and the security interests granted hereby shall terminate with respect to all of a Grantor's Obligations and any Lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of such Grantor's obligations thereunder. The Collateral Agent shall, in connection with any termination or release herein or under the Collateral Agreement, execute and deliver to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such satisfactory performance or payment, the Collateral Agent shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral and other similar collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

Section 5. Entire Agreement. This Agreement, along with the Collateral Agreement, sets forth the entire understanding of the parties with respect to the Trademark Collateral. Except as expressly provided herein, the Collateral Agreement is not modified or otherwise affected hereby and remains in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PAPERWEIGHT DEVELOPMENT CORP., a
Wisconsin corporation

By: PRESCHER
Title: Controller

APPLETON PAPERS INC., a Delaware corporation

By: PRESCHER
Title: Controller

AMERICAN PLASTICS COMPANY, INC., a
Wisconsin corporation

By: PRESCHER
Title: Treasurer

NEW ENGLAND EXTRUSION INC., a Wisconsin
corporation

By: TRESTER
Title: Treasurer

U.S. BANK NATIONAL ASSOCIATION, a
national banking association, as Collateral Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PAPERWEIGHT DEVELOPMENT CORP., a
Wisconsin corporation

By: _____
Title: _____

APPLETON PAPERS INC., a Delaware corporation

By: _____
Title: _____

AMERICAN PLASTICS COMPANY, INC., a
Wisconsin corporation

By: _____
Title: _____

NEW ENGLAND EXTRUSION INC., a Wisconsin
corporation

By: _____
Title: _____

U.S. BANK NATIONAL ASSOCIATION, a
national banking association, as Collateral Agent

By: *R. Probst*
Name: _____
Title: _____

**Schedule I to
Trademark Collateral Agreement (Short-Form)**

UNITED STATES Trademarks, Service Marks and Trademark Applications

U.S. Registered Trademarks:

Trademark Name	Serial Number	Registration Number	Registration Date	Owner
A design & APPLETON PAPERS INC,	73258747	1197835	15-Jun-1982	Appleton Papers Inc
ALPHA	76384973	2879977	31-Aug-2004	Appleton Papers Inc
Appleton (new design)	76264905	2730105	24-Jun-2003	Appleton Papers Inc
APPLETON PAPERS & Design	75026306	2084804	29-Jul-1997	Appleton Papers Inc
APPLETON WHAT IDEAS CAN DO	78269164	2860269	06-Jul-2004	Appleton Papers Inc
ASSURMARK	78295654	2973698	19-Jul-2005	Appleton Papers Inc
DOCUCHECK	74559314	1989113	23-Jul-1996	Appleton Papers Inc
DOCUCHECK & Design	74581221	2037533	11-Feb-1997	Appleton Papers Inc
DOCUCHECK BASIC	75022678	2155258	05-May-1998	Appleton Papers Inc
DOCUCHECK GHOST	78602211	3169940	07-Nov-2006	Appleton Papers Inc
DOCUCHECK WATERMARK	75022679	2155259	05-May-1998	Appleton Papers Inc
DOCUMARK	78367122	2933082	15-Mar-2005	Appleton Papers Inc
DUAL	76372736	2767808	23-Sep-2003	Appleton Papers Inc
E and design	74459804	2019512	26-Nov-1996	Appleton Papers Inc
ECARBONLESS	75896050	2556953	02-Apr-2002	Appleton Papers Inc
ECOGUARD	74720888	1995462	20-Aug-1996	Appleton Papers Inc
ENCAPSYS	77976524	3592902	17-Mar-2009	Appleton Papers Inc
HEATSAFE	76372735	2787242	25-Nov-2003	Appleton Papers Inc
HIYIELD	78303979	2918274	11-Jan-2005	Appleton Papers Inc
IMPEDE	76228628	2602692	30-Jul-2002	Appleton Papers Inc
INSTANT REPLAY	78432653	2987512	23-Aug-2005	Appleton Papers Inc
INTEGRA	73818573	1587789	20-Mar-1990	Appleton Papers Inc
JAZZ	73730018	1526859	28-Feb-1989	Appleton Papers Inc
LASERSNAP	75057309	2093635	02-Sep-1997	Appleton Papers Inc
LIGHTSAFE	78619917	3269539	24-Jul-2007	Appleton Papers Inc
LINEMARK	77356691	3476165	29-Jul-2008	Appleton Papers Inc
MOISTURE BLOC	78302614	2981967	02-Aug-2005	Appleton Papers Inc
MONDIAL MARK	78215246	2960835	07-Jun-2005	Appleton Papers Inc
OPTIMA	73825645	1590869	10-Apr-1990	Appleton Papers Inc
PAPER Design	75026304	2086442	05-Aug-1997	Appleton Papers Inc
PIP	78370108	3001133	27-Sep-2005	Appleton Papers Inc
POLYTHERM	73736617	1542493	06-Jun-1989	Appleton Papers Inc
POS PLUS	75896051	2425100	30-Jan-2001	Appleton Papers Inc
PRESSPRO	76372738	2772409	07-Oct-2003	Appleton Papers Inc
RECOVER (for carbonless)	74032744	1665465	19-Nov-1991	Appleton Papers Inc
RECOVER (for thermal)	74073357	1685781	05-May-1992	Appleton Papers Inc
RESISTE	76450463	2960163	07-Jun-2005	Appleton Papers Inc
SECURATHERM	74356402	1856253	27-Sep-1994	Appleton Papers Inc
SMARTSTRATE	76384321	2757278	26-Aug-2003	Appleton Papers Inc
Stylized A design	73258780	1197836	15-Jun-1982	Appleton Papers Inc
Stylized A design	78496846	3108753	27-Jun-2006	Appleton Papers Inc
TECHMARK	76296148	2757017	26-Aug-2003	Appleton Papers Inc

Trademark Name	Serial Number	Registration Number	Registration Date	Owner
TECHMARK PENTICK PLUS	78574465	3175214	21-Nov-2006	Appleton Papers Inc
TECHMARK PENTICK PLUS SWIPER	78573978	3366652	01-Jan-2008	Appleton Papers Inc
E THE SEAL OF EXCELLENCE	74581904	1981668	18-Jun-1996	Appleton Papers Inc
THERMART	78297150	3131845	22-Aug-2006	Appleton Papers Inc
THERMASENSE	76320347	2960058	07-Jun-2005	Appleton Papers Inc
TONERFUSE	75053445	2137772	17-Feb-1998	Appleton Papers Inc
ULTIMARK	74653678	2022561	10-Dec-1996	Appleton Papers Inc
WAVE Design	75028257	2112800	11-Nov-1997	Appleton Papers Inc
WAVEX	74669538	2051395	08-Apr-1997	Appleton Papers Inc
WHAT IDEAS CAN DO	76168328	2802815	06-Jan-2004	Appleton Papers Inc
XERO/FORM	74237127	1743930	29-Dec-1992	Appleton Papers Inc
INFLEX	78597462	3144631	21-Jul-1998	New England Extrusion Inc
NEX	78583585	3144493	19-Sep-2006	New England Extrusion Inc
APPLETON COATED	76244959	2774509	21-Oct-2003	Appleton Papers Inc
CHAUCER	72333680	0909125	2-Mar-1971	Appleton Papers Inc
EAGLE	78309895	2925099	8-Feb-2005	Appleton Papers, Inc
EAGLE	78282920	2920051	18-Jan-2005	Appleton Papers, Inc.
FORGEBLOC	78184068	2834385	20-April-2004	Appleton Papers, Inc
AVARIO	76407678	2784878	18-Nov-2003	Appleton Papers, Inc
ROYALE 700	76296562	2727918	17-June-2003	Appleton Papers, Inc