

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
NewPage Wisconsin System Inc.		12/21/2012	CORPORATION: WISCONSIN

**RECEIVING PARTY DATA**

Name:	Barclays Bank PLC, as Collateral Agent
Street Address:	745 7th Avenue
Internal Address:	27th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Public Limited Company: UNITED KINGDOM

**PROPERTY NUMBERS Total: 30**

Property Type	Number	Word Mark
Registration Number:	3683488	ARBOR
Registration Number:	3776221	ARBOR PLUS
Registration Number:	3382440	ARBORWEB
Registration Number:	3382439	ARBORWEB PLUS
Registration Number:	3548322	BLAZER DIGITAL
Registration Number:	1392310	CAPRI
Registration Number:	820771	CENTURA
Registration Number:	822881	CONSOLIDATED
Registration Number:	650099	CONSOWEB
Registration Number:	2777443	ED
Registration Number:	1354753	EXCELLENCE
Registration Number:	3543056	EXPEDITION
Registration Number:	1706723	FUTURA

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Registration Number:	2629455	GUSTO
Registration Number:	569844	MODERN GLOSS
Registration Number:	820769	NOVA
Registration Number:	1692964	ORION
Registration Number:	1268601	POINT
Registration Number:	579130	PRODUCTOLITH
Registration Number:	3597172	PRODUCTOLITH PTS. DIGITAL
Registration Number:	3820472	SPARTANWEB
Registration Number:	3820473	SPARTANWEB PLUS
Registration Number:	951977	SPYDER WEB
Registration Number:	1611731	SUPERIOR GLOSS
Registration Number:	2014920	SUPERIOR HQ
Registration Number:	1877924	TELEMERCHANT
Registration Number:	1550925	ULTRAWEB
Registration Number:	2583466	UNI-THERM
Registration Number:	3530816	VOYAGER
Serial Number:	85646667	FUTURA

**CORRESPONDENCE DATA**

Fax Number: 3129939767  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
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  
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Linda Kastner
Signature:	/lk/
Date:	12/22/2012

Total Attachments: 8  
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 21, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Barclays Bank PLC, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

**WHEREAS**, the Grantors are party to a Pledge and Security Agreement dated as of December 21, 2012 (the “**Pledge and Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

### **SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### **SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

**SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

**SECTION 4. Governing Law**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

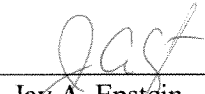
**SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate 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.

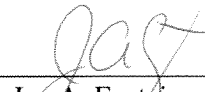
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**IN WITNESS WHEREOF**, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

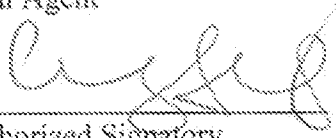
**NEWPAGE CORPORATION**

By:   
Name: Jay A. Epstein  
Title: Senior Vice President, Chief Financial Officer and Assistant Secretary

**NEWPAGE WISCONSIN SYSTEM INC.**

By:   
Name: Jay A. Epstein  
Title: Vice President, Chief Financial Officer and Assistant Secretary

Accepted and Agreed:  
**BARCLAYS BANK PLC,**  
as Collateral Agent

By:   
Authorized Signatory

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Country</b>	<b>Description</b>	<b>Reg. No.</b>	<b>App. No.</b>	<b>Reg. Date</b>	<b>Record Owner</b>
UNITED STATES	ANTHEM	2,566,268	78/028,803	04/30/2002	NEWPAGE CORPORATION
UNITED STATES	ARBOR	3,683,488	77/003,628	09/15/2009	NEWPAGE WISCONSIN SYSTEM INC.
UNITED STATES	ARBOR PLUS	3,776,221	77/760,762	04/13/2010	NEWPAGE WISCONSIN SYSTEM INC.
UNITED STATES	ARBORWEB	3,382,440	77/003,622	02/12/2008	NEWPAGE WISCONSIN SYSTEM INC.
UNITED STATES	ARBORWEB PLUS	3,382,439	77/003,613	02/12/2008	NEWPAGE WISCONSIN SYSTEM INC.
UNITED STATES	BLAZER DIGITAL	3,548,322	78/863,161	12/16/2008	NEWPAGE WISCONSIN SYSTEM INC.
UNITED STATES	CAPRI	1,392,310	73/523,528	05/06/1986	NEWPAGE WISCONSIN SYSTEM INC.
UNITED STATES	CENTURA	820,771	72/236,240	12/20/1966	NEWPAGE WISCONSIN SYSTEM INC.
UNITED STATES	CHOCTAW	1,273,482	73/415,342	04/10/1984	NEWPAGE CORPORATION
UNITED STATES	CODENEWPAGE	-	85/511,405	-	NEWPAGE CORPORATION
UNITED STATES	CODENEWPAGE	-	85/754,159	-	NEWPAGE CORPORATION
UNITED STATES	CONSOLIDATED & Design	822,881	72/238,498	01/24/1967	NEWPAGE WISCONSIN SYSTEM INC.
UNITED STATES	CONSOWEB	650,099	72/019,102	08/13/1957	NEWPAGE WISCONSIN SYSTEM INC.
UNITED STATES	DEPENDOWEB	786,821	72/177,653	03/16/1965	NEWPAGE CORPORATION
UNITED STATES	ED	3,980,430	85/021,509	06/21/2011	NEWPAGE CORPORATION
UNITED STATES	ED & Design	2,777,443	76/408,736	10/28/2003	NEWPAGE WISCONSIN SYSTEM INC.



Country	Description	Reg. No.	App. No.	Reg. Date	Record Owner
UNITED STATES	ED NEWPAGE & EDUCATION & Design	3,980,431	85/021,516	06/21/2011	NEWPAGE CORPORATION
UNITED STATES	EDUCATION MATTE	3,202,909	78/668,666	01/23/2007	NEWPAGE CORPORATION
UNITED STATES	ESCANABA	3,033,497	76/571,936	12/27/2005	NEWPAGE CORPORATION
UNITED STATES	EXCELLENCE	1,354,753	73/488,121	08/13/1985	NEWPAGE WISCONSIN SYSTEM INC.
UNITED STATES	EXPEDITION	3,543,056	77/443,906	12/09/2008	NEWPAGE WISCONSIN SYSTEM INC.
UNITED STATES	EXSAMPLES (Stylized)	2,775,361	76/478,529	10/21/2003	NEWPAGE CORPORATION
UNITED STATES	FOCUS	2,583,333	76/030,924	06/18/2002	NEWPAGE CORPORATION
UNITED STATES	FORTUNE	3,739,503	77/759,467	01/19/2010	NEWPAGE CORPORATION
UNITED STATES	FUTURA	1,706,723	74/211,322	08/11/1992	NEWPAGE WISCONSIN SYSTEM INC.
UNITED STATES	FUTURA	-	85/646,667	-	NEWPAGE WISCONSIN SYSTEM INC.
UNITED STATES	GUSTO	2,629,455	78/069,483	10/01/2002	NEWPAGE WISCONSIN SYSTEM INC.
UNITED STATES	IDEAL	3,230,671	78/479,247	04/17/2007	NEWPAGE CORPORATION
UNITED STATES	IDEAL	3,346,217	78/917,784	11/27/2007	NEWPAGE CORPORATION
UNITED STATES	INSPIRATION	1,301,645	73/456,967	10/23/1984	NEWPAGE CORPORATION
UNITED STATES	JUPITER	3,800,054	77/406,395	06/08/2010	NEWPAGE CORPORATION
UNITED STATES	LEVERAGING LACEY LOGO	4,071,393	85/044,688	12/13/2011	NEWPAGE CORPORATION
UNITED STATES	MODERN GLOSS	569,844	71/547,617	02/03/1953	NEWPAGE WISCONSIN SYSTEM INC.
UNITED STATES	NEW ERA	3,354,312	78/911,169	12/11/2007	NEWPAGE CORPORATION
UNITED STATES	NEWPAGE	3,113,100	78/570,780	07/04/2006	NEWPAGE CORPORATION
UNITED STATES	NEWPAGE	3,415,644	78/570,462	04/22/2008	NEWPAGE CORPORATION
UNITED STATES	NEWPAGE & DESIGN	3,209,662	78/578,722	02/13/2007	NEWPAGE CORPORATION

Country	Description	Reg. No.	App. No.	Reg. Date	Record Owner
UNITED STATES	NEWPAGE & DESIGN	3,415,649	78/578,738	04/22/2008	NEWPAGE CORPORATION
UNITED STATES	NOVA	820,769	72/236,237	12/20/1966	NEWPAGE WISCONSIN SYSTEM INC.
UNITED STATES	ORION	1,692,964	74/117,760	06/09/1992	NEWPAGE WISCONSIN SYSTEM INC.
UNITED STATES	PAGE DESIGN	3,353,375	78/578,700	12/11/2007	NEWPAGE CORPORATION
UNITED STATES	PAGE DESIGN	3,353,374	78/578,662	12/11/2007	NEWPAGE CORPORATION
UNITED STATES	PAPER KNOWLEDGE	2,311,889	75/643,626	01/25/2000	NEWPAGE CORPORATION
UNITED STATES	PAPER KNOWLEDGE	2,306,256	75/643,549	01/04/2000	NEWPAGE CORPORATION
UNITED STATES	PAPER KNOWLEDGE AND DESIGN	2,309,382	75/650,879	01/18/2000	NEWPAGE CORPORATION
UNITED STATES	PAPEROLGY	3,269,042	78/372,960	07/24/2007	NEWPAGE CORPORATION
UNITED STATES	PAPEROLGY	3,230,521	78/372,966	04/17/2007	NEWPAGE CORPORATION
UNITED STATES	PINNACLE PRIME	3,313,479	78/472,233	10/16/2007	NEWPAGE CORPORATION
UNITED STATES	POINT	1,268,601	73/340,313	02/28/1984	NEWPAGE WISCONSIN SYSTEM INC.
UNITED STATES	PRESSDATE	1,062,938	73/078,731	04/05/1977	NEWPAGE CORPORATION
UNITED STATES	PRODUCTOLITH	579,130	71/636,841	08/25/1953	NEWPAGE WISCONSIN SYSTEM INC.
UNITED STATES	PRODUCTOLITH PTS. DIGITAL	3,597,172	77/260,503	03/31/2009	NEWPAGE WISCONSIN SYSTEM INC.
UNITED STATES	PUBLISHERS MATTE	1,248,949	73/384,257	08/23/1983	NEWPAGE CORPORATION
UNITED STATES	PUBLISHERS THINBULK	1,598,567	73/833,223	05/29/1990	NEWPAGE CORPORATION
UNITED STATES	REVOLUTION XSC	-	85/269,481	-	NEWPAGE CORPORATION
UNITED STATES	SATURN	3,551,623	77/406,393	12/23/2008	NEWPAGE CORPORATION
UNITED STATES	SPARTANWEB	3,820,472	77/759,627	07/20/2010	NEWPAGE WISCONSIN SYSTEM INC.
UNITED STATES	SPARTANWEB PLUS	3,820,473	77/759,631	07/20/2010	NEWPAGE WISCONSIN SYSTEM INC.

Country	Description	Reg. No.	App. No.	Reg. Date	Record Owner
UNITED STATES	SPYDER WEB	951,977	72/401,500	01/30/1973	NEWPAGE WISCONSIN SYSTEM INC.
UNITED STATES	STERLING	1,046,345	73/072,117	08/17/1976	NEWPAGE CORPORATION
UNITED STATES	SUPERIOR GLOSS	1,611,731	73/741,810	08/28/1990	NEWPAGE WISCONSIN SYSTEM INC.
UNITED STATES	SUPERIOR HQ	2,014,920	74/660,676	11/12/1996	NEWPAGE WISCONSIN SYSTEM INC.
UNITED STATES	TECH NOTES	1,691,499	74/169,915	06/09/1992	NEWPAGE CORPORATION
UNITED STATES	TELEMERCHANT	1,877,924	74/488,256	02/07/1995	NEWPAGE WISCONSIN SYSTEM INC.
UNITED STATES	THE RESPONSE PROJECT	3,231,966	78/871,045	04/17/2007	NEWPAGE CORPORATION
UNITED STATES	THE STERLING RESPONSE	3,346,018	78/871,036	11/27/2007	NEWPAGE CORPORATION
UNITED STATES	TLC	1,775,465	74/239,519	06/08/1993	NEWPAGE CORPORATION
UNITED STATES	TRUEJET	4,094,582	85/197,626	01/31/2012	NEWPAGE CORPORATION
UNITED STATES	ULTRAWEB	1,550,925	73/741,809	08/08/1989	NEWPAGE WISCONSIN SYSTEM INC.
UNITED STATES	UNISIL	3,982,614	85/051,591	06/21/2011	NEWPAGE CORPORATION
UNITED STATES	UNI-THERM	2,583,466	76/087,894	06/18/2002	NEWPAGE WISCONSIN SYSTEM INC.
UNITED STATES	VELVO	1,080,335	73/121,375	12/27/1977	NEWPAGE CORPORATION
UNITED STATES	VISION	1,982,992	74/552,640	06/25/1996	NEWPAGE CORPORATION
UNITED STATES	VOYAGER	3,530,816	77/443,910	11/11/2008	NEWPAGE WISCONSIN SYSTEM INC.
UNITED STATES	YOUR NEWPAGE	4,006,966	77/919,306	08/02/2011	NEWPAGE CORPORATION