

06-21-2000

05-16-2000

Owner of Patent

Indicate original documents or copy thereof.

U.S. Patent & TMO/TM Mail Rpt Dt. #34

101386098

5.16.00

Blue Ridge Paper Products Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State DE
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: April 12, 2000

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as agent

Internal Address:

Street Address: 105 W. Madison

City: Chicago State: IL ZIP: 60602

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State NY
☐ 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)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,669,415

Additional numbers attached? ☐ Yes ☒ No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

06/20/2000 BNGUYEN 00000222 1669415

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

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40.00 DP

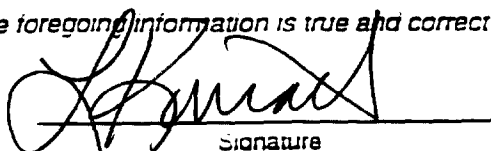
DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath

Name of Person Signing



Signature

5/9/00

Date

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box AssignmentsTRADEMARK
REEL: 002090 FRAME: 0001

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 12, 2000, by BLUE RIDGE PAPER PRODUCTS INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 14, 1999 by and among Grantor, the Persons named therein as Credit Parties (including Holdings), Agent, Syndication Agent, Arrangers and Lenders (including all annexes, exhibits or schedules thereto, as amended to the date hereof and as hereafter from time to time further amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor.

WHEREAS, pursuant to that certain Security Agreement dated as of May 14, 1999 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented, replaced or otherwise modified, the "Security Agreement") Grantor granted to Agent, for itself and the benefit of Lenders, a Lien upon the Collateral (including, without limitation, all Trademarks) as set forth therein.

WHEREAS, Grantor has acquired the Trademarks set forth on Schedule I hereto and pursuant to the terms of the Loan Documents, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of 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 of the Trademarks set forth on Schedule I 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 such Trademark; 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)

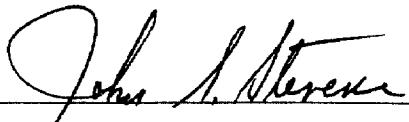
infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

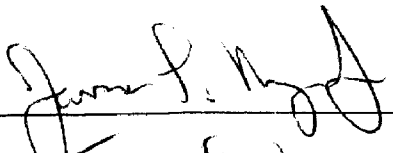
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BLUE RIDGE PAPER PRODUCTS INC.

By: 
Name: John S. Stevens
Title: Assistant Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: 
Name: James F. Hoyer Jr
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)

ss.

COUNTY OF NEW YORK)

On this 12th day of April 2000, before me personally appeared JOHN S STEVENS, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of BLUE RIDGE PAPER PRODUCTS INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Susan E. Friedman (odley)
Notary Public

SUSAN E. FRIEDMAN
Notary Public, State of New York
No. 02FR4782731
Qualified in New York County NASSAU
Commission Expires Feb. 28, 192001

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>
LITHOBRITE	1,669,415