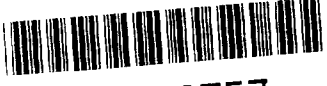


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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **APPLETON PAPERS INC.**

Individual(s) Association

General Partnership Limited Partnership

Corporation-State (DE)

Other _____

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

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

Name: Toronto Dominion (Texas), Inc., as Administrative Agent

Internal Address: _____

Street Address: 909 Fannin, Suite 1700

City: Houston State: TX ZIP: 77010

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: November 8, 2001

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State Delaware

Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)

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

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

A. Trademark Application No.(s)

1197836

Additional numbers attached? Yes No

B. Trademark Registration No.(s) **See Attached Continuation of Item 4**

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

Name: Michael Holland, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 40

7. Total fee (37 CFR 3.41): \$ 1,015.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

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

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.

Michael Holland, Esq. Michael Holland 1/07/02
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 10

01/10/2002 6TON11 00000249 1197836

01 FC:481 40.00 DP

02 FC:482 975.00 DP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002419 FRAME: 0406

CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET

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

U.S. Registration No.	U.S. Registration No.
1,197,836	1,587,789
1,197,835	1,526,859
1,896,202	2,093,635
2,084,804	2,261,571
920,717	1,590,869
1,194,325	2,086,442
909,125	1,542,493
1,429,195	1,665,465
1,433,800	1,685,781
1,989,113	1,328,453
2,037,533	1,856,253
2,155,258	1,639,052
2,243,637	1,970,067
2,200,097	1,981,668
2,155,259	2,137,772
2,019,512	2,022,561
1,995,462	1,278,952
1,380,343	2,112,800
1,063,290	2,051,395
944,417	1,743,930

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of November 8, 2001 is made by APPLETON PAPERS INC., a Delaware corporation (the "Borrower"), in favor of TORONTO DOMINION (TEXAS), INC., as Administrative Agent (in such capacity, the "Administrative Agent") for the several banks, other financial institutions and entities (the "Lenders"), from time to time parties to the Credit Agreement, dated as of November 8, 2001 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrower, PAPERWEIGHT DEVELOPMENT CORP., a Wisconsin corporation ("Holdings"), the Lenders, the Administrative Agent, BEAR, STEARNS & CO. INC., as sole lead arranger and sole bookrunner (in such capacity, the "Arranger"), BEAR STEARNS CORPORATE LENDING INC., as syndication agent (in such capacity, the "Syndication Agent"), U.S. BANK NATIONAL ASSOCIATION d/b/a FIRSTAR BANK, N.A. and LASALLE BANK NATIONAL ASSOCIATION, each as documentation agent (in such capacity, the "Documentation Agents"), M&I MARSHALL & ILSLEY BANK, as managing agent (in such capacity, the "Managing Agent"), and ASSOCIATED BANK, N.A., as co-agent (in such capacity, the "Co-Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower and certain other subsidiaries of the Borrower executed and delivered a Guarantee and Collateral Agreement, dated as of November 8, 2001 in favor of the Administrative Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, the Borrower pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

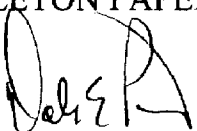
SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. In the event of any inconsistency between the terms of this Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall be controlling. The Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

APPLETON PAPERS INC.

By: 
Name: DALE E. PARKER
Title: CEO

TORONTO DOMINION (TEXAS), INC.
as Administrative Agent for the Lenders

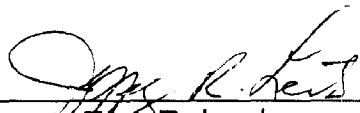
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

APPLETON PAPERS INC.

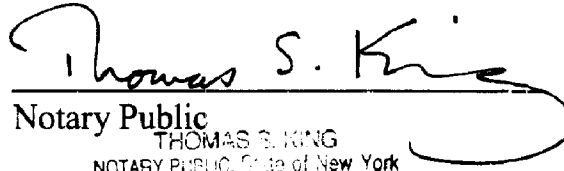
By: _____
Name:
Title:

TORONTO DOMINION (TEXAS), INC.
as Administrative Agent for the Lenders

By:  _____
Name: **Jeffery R. Lents**
Title: **Vice President**

STATE OF)
) SS
COUNTY OF)

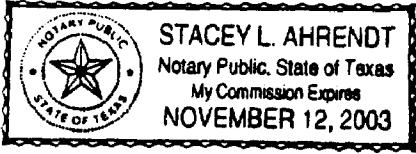
On the 8th day of November, 2001, before me personally came Dale E. Parker, who is personally known to me to be the CFO of Appleton Papers Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the CFO in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public
THOMAS S. KING
NOTARY PUBLIC, State of New York
No. 01220085881
Qualified in New York County
Commission Expires September 29, 2005

(PLACE STAMP AND SEAL ABOVE)

STATE OF Texas)
COUNTY OF Harris) ss

On the 9th day of November, 2001, before me personally came Jeffrey R. Lento, who is personally known to me to be the Vice President of Toronto Dominion (Texas), Inc.; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Stacey L. Ahrendt
Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A**U.S. Trademarks Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
A AND DESIGN	1,197,836
APPLETON PAPERS INC. A AND DESIGN	1,197,835
ACOLITE	1,896,202
APPLETON PAPERS AND DESIGN	2,084,804
ASCOT	920,717
CABARET	1,194,325
CHAUCER	909,125
CONFI-SCAN	1,429,195
CRYSTIN	1,433,800
DOCUCHECK	1,989,113
DOCUCHECK AND DESIGN	2,037,533
DOCUCHECK BASIC	2,155,258
DOCUCHECK CUSTOM	2,243,637
DOCUCHECK SAFETY	2,200,097
DOCUCHECK WATERMARK	2,155,259
E AND DESIGN	2,019,512
ECOGUARD	1,995,462
ELLINGTON	1,380,343
EVE	1,063,290
INSTANT REPLAY	944,417

<u>Trademark</u>	<u>Registration or Serial Number</u>
INTEGRA	1,587,789
JAZZ	1,526,859
LASERSNAP	2,093,635
LUCENCE	2,261,571
OPTIMA	1,590,869
DESIGN ONLY	2,086,442
POLYTHERM	1,542,493
RECOVER	1,665,465
RECOVER	1,685,781
RUSKIN	1,328,453
SECURATHERM	1,856,253
SPRINT	1,639,052
SUPERTUFF	1,970,067
E THE SEAL OF EXCELLENCE AND DESIGN	1,981,668
TONERFUSE	2,137,772
ULTIMARK	2,022,561
WALLCHOICE	1,278,952
DESIGN ONLY	2,112,800
WAVEX	2,051,395
XERO/FORM	1,743,930