

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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)/Execution Date(s):

CitiBank Canada

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

Citizenship (see guidelines) Canadian

Execution Date(s) July 11, 2003

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Collateral Assignment of Trademarks
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bowater Canadian Forest Internal Products Inc.

Address: Suite 2820

Street Address: 1000 de la Gauchetière

City: Montreal

State: Quebec

Country: Canada Zip: H3B 4W5

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship Canadian
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: Lavery, de Billy LLP

Internal Address: c/o Benjamin Gross
Suite 4000

Street Address: 1 Place Ville-Marie

City: Montreal

State: Quebec Zip: H3B 4M4

Phone Number: 514-877-2983

Fax Number: 514-871-8977

Email Address: bgross@lavery.qc.ca

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$265

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

8. Payment Information:

a. Credit Card Last 4 Numbers 8557
Expiration Date 06/05

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Benjamin Gross
Signature

October 12, 2004
Date

Benjamin Gross

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 21

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5996, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$265.00 75166366

SCHEDULE "A"**TRADEMARKS**

REGISTRATION NUMBER
1,947,574
1,956,844
1,962,384
1,947,573
1,959,668
1,959,670
2,086,175
2,016,077
2,206,077
APPLICATION 75/166,365

GENERAL RELEASE

Dated as of July 11, 2003

TO ALL PARTIES THE NAME OF WHICH
APPEARS IN SCHEDULE "A" HERETO

Gentlemen:

We refer to that certain amended and restated credit agreement entered into among Alliance Forest Products Inc. (now known as Bowater Canadian Forest Products Inc. pursuant to a change of name on September 24, 2001), as borrower (the "**Borrower**"), the lenders therein identified and from time to time party to such agreement, as lenders (the "**Lenders**"), Citibank, as Administrative Agent (now replaced as Administrative Agent by National Bank of Canada), lead-arranger and Canadian Collateral Agent, National Bank of Canada, as Syndication Agent and Funding Agent, The Bank of Nova Scotia, as Document Agent, and Citibank, N.A., as U.S. Collateral Agent, dated as of March 27, 1997, as amended and restated as of November 30, 1998 (collectively, the "**Amended and Restated Credit Agreement**").

Unless there be something in the subject or the context inconsistent therewith, all capitalized terms and expressions used herein shall have the same meaning as that ascribed to them in the Amended and Restated Credit Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Lenders hereby expressly acknowledges and agrees that all amounts in principal, interest, fees and accessories which are due to it by the Borrower under the terms of the Amended and Restated Credit Agreement have been paid in full (the "**Payment**"), whereof quit.

In consideration of the aforesaid Payment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned hereby:

1. waives any requirement of prior notice under the Credit Agreement in connection with the prepayment, as the case may be, by the Borrower of all amounts due to the Lenders thereunder as well as any requirement that any such prepayment be made by no later than 1:00 p.m. Montréal time on the date of Payment;
2. releases and discharges (y) each and every one of the hypothecs, assignments and other Liens granted directly or beneficially in favour of the undersigned by the Borrower or any of the Guarantors (including, without limitation, the Guarantors set forth in Schedule "A") pursuant to the Security Documents and (z) all liabilities and obligations of the Borrower or any of the Guarantors pursuant to the Security Documents and the Amended and Restated Credit Agreement, other than

- 2 -

liabilities and obligations which, under the terms of the Amended and Restated Credit Agreement are stated as surviving the Payment, including, without limitation, the liabilities and obligations of the Borrower pursuant to or to which reference is made in Sections 8.5, 8.6, 12.1, 12.2, 12.4, 13.1, 13.2 and 17.17 of the Amended and Restated Credit Agreement (all such surviving obligations and liabilities shall be collectively referred to herein as the “**Surviving Obligations and Liabilities**”), all of which, including all of the rights, recourses and remedies of the Lenders and Agents with respect thereto shall survive the Payment and the terminations, releases and discharges of this General Release and shall continue in full force and effect (the said hypothecs, assignments, Liens obligations and liabilities, other than the Surviving Obligations and Liabilities, shall be collectively referred to herein as the “**Security**”), it being expressly understood that the Surviving Obligations and Liabilities shall constitute unsecured obligations of the Borrower;

3. acknowledges that the Security has ceased to be of any force or effect whatsoever as of and from the Payment;
4. other than with respect to the Surviving Obligations and Liabilities all of which, including all of the rights, recourses and remedies of the Lenders and Agents with respect thereto, shall survive the Payment and the terminations, releases and discharges of this General Release and shall continue in full force and effect, forever terminates, releases and discharges all actions, causes of action, suits, debts, duties, accounts, covenants, contracts, rights, claims and demands whatsoever which it now has or hereafter may have under or in connection with the Amended and Restated Credit Agreement or the Security save only to the extent that each of the undersigned shall be able to take and invoke any such action or cause of action in response to a suit by way of countersuit or counterclaim;
5. covenants and agrees to execute and deliver to the Borrower under terms and conditions satisfactory to the Agents, contemporaneously with the signing of this general form of release or as soon as possible thereafter, deeds of discharge, deeds of acquittance and applications for registration, in registerable form and in sufficient quantity to permit the Borrower to effect the registration or publication of the discharge, acquittance and release of the Security wheresoever required by Law, the whole at the expense of the Borrower; and
6. further covenants and agrees to do such further acts and things and to execute and deliver, at the Borrower's expense, such further documents and instruments as may be necessary or desirable from time to time to evidence the complete discharge of the Security and the termination of the Security Documents as set forth herein.

Each of the Lenders hereby irrevocably appoints and authorizes Citibank Canada, in its capacity as Canadian Collateral Agent and Citibank, N.A., in its capacity as U.S. Collateral Agent or Fasken Martineau DuMoulin LLP, Shearman Sterling LLP or Burr and Forman LLP,

- 3 -

legal counsel acting for the Canadian Collateral Agent and/or the U.S. Collateral Agent, to execute all the aforementioned deeds of discharge, deeds of acquittance, releases, applications for registration and all such other documents and to take all such actions as are necessary in order to give full effect to the present general form of release. Each of the Lenders expressly acknowledges and agrees that neither the Canadian Collateral Agent nor the U.S. Collateral Agent, nor any of their directors, officers, employees or agents (including Fasken Martineau DuMoulin) shall be liable for any action taken or omitted to be taken by them hereunder or in connection herewith except for their own gross negligence or wilful misconduct and shall indemnify the Canadian Collateral Agent or the U.S. Collateral Agent in connection with the foregoing, in the manner to the extent and as contemplated in Section 17.17 of the Amended and Restated Credit Agreement.

This general release may be executed in several counterparts, including counterparts by facsimile, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

SIGNED in _____


NATIONAL BANK OF CANADA, as a Lender

Per:  _____

Per:  _____

SIGNED in Montreal

CITIBANK CANADA, as a Lender

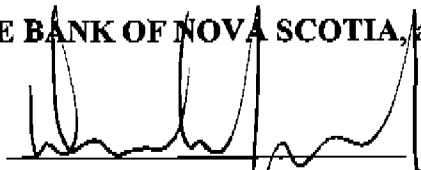
Per: 
Erich Schumacher, Director
GRB-MONTREAL
(514) 393-7501

Per: _____

SIGNED in Montreal

THE BANK OF NOVA SCOTIA, as a Lender

Per:



Per:



SIGNED in Montreal

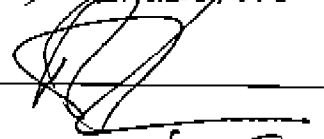
BANK OF MONTRÉAL, as a Lender

Per: 
Bruno Jarry
Director
Per: Asset Portfolio Management

SIGNED in MONTREAL

SOCIÉTÉ GÉNÉRALE (CANADA), as a Lender

Per: 
DIRECTOR

Per: 
DIRECTOR

SIGNED in Toronto Ontario

DEUTSCHE BANK AG, CANADA BRANCH, as a Lender
(as successor of Deutsche Bank Canada), as a Lender

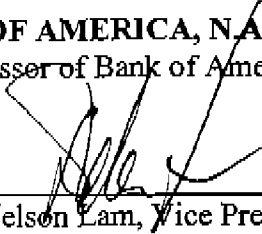
Per: 

Per: 

SIGNED in Toronto, Ontario

BANK OF AMERICA, N.A., Canada Branch,
(as successor of Bank of America Canada), as a Lender

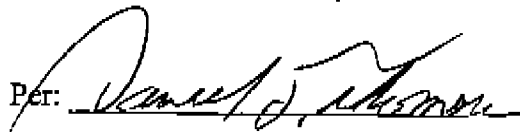
Per:



Nelson Lam, Vice President

SIGNED in _____

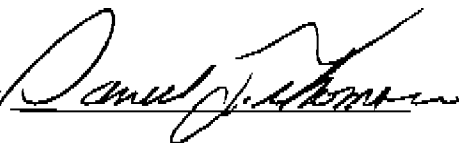
BANK ONE, CANADA, as a Lender

Per: 

Per: _____

SIGNED in _____

BANK ONE, N.A., as a Lender

Per: 

Per: _____

- 13 -

SIGNED in Montreal

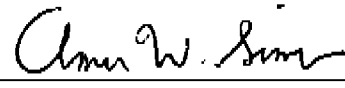
LAURENTIAN BANK OF CANADA, as a Lender

Per:  Alain Goyette

Per: 

SIGNED in Montreal, Quebec

BANK OF TOKYO-MITSUBISHI (CANADA), as a Lender

Per: 

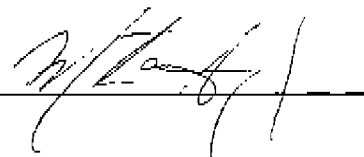
Amos W. Simpson
Vice President and General Manager

Per: _____

SIGNED in Montreal, Quebec

NATIONAL BANK OF CANADA, as Administrative Agent

Per: 

Per: 

SIGNED in Montreal

CITIBANK CANADA, as Canadian Collateral Agent


Per: *Erich Schumacher*

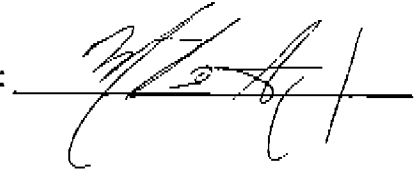
**Erich Schumacher, Director
GRB-MONTREAL
(514) 393-7501**

Per: _____

SIGNED in Montreal, Quebec

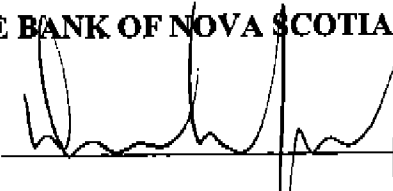
NATIONAL BANK OF CANADA, as Syndication Agent and Funding Agent


Per: 

Per: 

SIGNED in Montreal

THE BANK OF NOVA SCOTIA, as Documentation Agent

Per: 

Per: 

SIGNED in _____

CITIBANK N.A., as U.S. Collateral Agent

Per: 

Per: _____
TRUSTEE
OF THE TRUST