

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
Chillicothe Paper Inc.		05/02/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	The Bank of New York, as Priority Lien Collateral Trustee
Street Address:	101 Barclay Street
Internal Address:	Floor 8W
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 60

Property Type	Number	Word Mark
Registration Number:	2027848	ARIA
Serial Number:	78302302	BEYOND THE BOX
Serial Number:	76552374	BEYOND THE BOX
Registration Number:	62344	BLACK & WHITE
Registration Number:	321851	BLEND TONE
Registration Number:	1450741	CELEBRITY
Registration Number:	2424196	CHARTER MEMBER
Registration Number:	727033	CLEAR SPRING
Registration Number:	1334262	CLIP TIPS
Registration Number:	1448476	CRAFTSMAN
Registration Number:	2533131	
Registration Number:	1412766	DEERSKIN
Registration Number:	2352698	DEFENSA

OP \$1515.00 2027848

Registration Number:	2348365	DURA
Registration Number:	2302889	EQUITY
Registration Number:	1584643	EXCEL
Registration Number:	2775361	EXSAMPLES
Registration Number:	845919	FASCINATION
Registration Number:	788523	GLACIER
Registration Number:	1311026	HIAWATHA OFFSET
Registration Number:	1311025	HIAWATHA PREMIUM
Serial Number:	78479247	IDEAL
Registration Number:	116487	IDEAL
Registration Number:	1301645	INSPIRATION
Serial Number:	78513542	I-SERIES
Registration Number:	2440996	LINGO
Registration Number:	2544120	LINGO
Registration Number:	1567480	LINQ
Registration Number:	799902	LOGAN
Serial Number:	76567756	MAGNECOTE
Serial Number:	76571445	MAGNECOTE
Registration Number:	1450739	MARK V
Registration Number:	617482	MOISTRITE
Registration Number:	822380	MOISTRITE
Registration Number:	1450757	MYSTIC
Registration Number:	2409213	OPTICA
Registration Number:	1041754	ORIGA
Serial Number:	78472233	PINNACLE PRIME
Registration Number:	2485741	PRIMA
Registration Number:	2462535	PRINTLOC
Registration Number:	2558617	PRINTLOC
Registration Number:	1413343	REVERE
Registration Number:	2533130	
Registration Number:	1692968	SEQUEL
Registration Number:	1978888	SNAP-SET
Registration Number:	1046345	STERLING
Registration Number:	1691499	TECH NOTES
Registration Number:	2379975	THE ONE STOP PAPER SHOP!

Serial Number:	78505725	THE TRUE YOU
Registration Number:	1775465	TLC
Registration Number:	1908457	TRANS/RITE
Registration Number:	1077855	TRANS/TAB
Registration Number:	1748454	TRANSCOPY
Serial Number:	78468920	TRUE INC. ON PAPER
Registration Number:	2671919	ULTRASORB
Serial Number:	78581422	CHILLICOTHE PAPER
Serial Number:	78581413	CHILLICOTHE PAPER
Serial Number:	78565598	CHANGING.INC
Serial Number:	78565614	CHANGINGINC
Serial Number:	78325643	FASTTRACK

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive
Address Line 2: Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	05/26/2005

Total Attachments: 9

source=MeadWestTrademarkPriority#page1.tif
source=MeadWestTrademarkPriority#page2.tif
source=MeadWestTrademarkPriority#page3.tif
source=MeadWestTrademarkPriority#page4.tif
source=MeadWestTrademarkPriority#page5.tif
source=MeadWestTrademarkPriority#page6.tif
source=MeadWestTrademarkPriority#page7.tif
source=MeadWestTrademarkPriority#page8.tif
source=MeadWestTrademarkPriority#page9.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of May 2, 2005 (as amended, restated or otherwise modified, the "**Trademark Security Agreement**"), is entered into by and between **EACH OF THE UNDERSIGNED**, whether as an original signatory hereto or as an Additional Grantor (each, a "**Grantor**" and collectively, the "**Grantors**") and **THE BANK OF NEW YORK**, a New York banking corporation, in its capacity as collateral trustee for the Secured Parties (together with successors and assigns in such capacity, the "**Priority Lien Collateral Trustee**").

WITNESSETH:

WHEREAS, Grantors are party to a Pledge and Security Agreement dated as of May 2, 2005 (the "**Pledge and Security Agreement**") between each of the Grantors and the other grantors party thereto and the Priority Lien Collateral Trustee, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Priority Lien Documents the Grantors hereby agree with the Priority Lien Collateral Trustee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meanings given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Priority Lien Collateral Trustee, for the benefit of the Secured Parties, as security for the Secured Obligations, a security interest in all of such 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 United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, and all registrations and applications for any of the foregoing (excluding (i) any intent-to-use trademark or service mark application prior to the filing and acceptance with the United States Patent and Trademark Office of a Statement of Use with respect to such application (but only to the extent that the grant of security interest in such intent-to-use trademark or service mark application is in violation of 15 U.S.C. §1060); and (ii) any Internet domain name the registration agreement for which prohibits the granting by the registrant of a security interest in such Internet domain name (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity)), including the registrations and applications referred to on Schedule I hereto (collectively, "**Trademarks**");

(b) any and all agreements containing the express grant of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "**Trademark Licenses**");

(c) all extensions or renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and

(f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Priority Lien Collateral Trustee for the Secured Parties pursuant to the Pledge and Security Agreement, and Grantors hereby acknowledge and affirm that the rights and remedies of the Priority Lien Collateral Trustee 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 Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of 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.

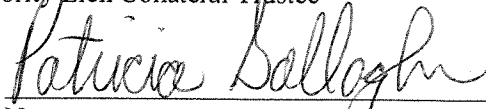
SECTION 6. Priority Lien Collateral Trustee. In connection with its appointment and acting hereunder, the Priority Lien Collateral Trustee is entitled to all the rights, privileges, protections and immunities provided to it under the Priority Lien Security Agreement.

[Remainder of page intentionally left blank]

Accepted and Agreed:

THE BANK OF NEW YORK,
as Priority Lien Collateral Trustee

By:



Name:

PATRICIA GALLAGHER

Title:

VICE PRESIDENT

[PRIORITY LIEN - TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003092 FRAME: 0688

IN WITNESS WHEREOF, each 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.

NEWPAGE CORPORATION

By: Linda M. Sheffield
Name: Linda M. Sheffield
Title: Treasurer

NEWPAGE HOLDING CORPORATION

By: Linda M. Sheffield
Name: Linda M. Sheffield
Title: Treasurer

CHILLICOTHE PAPER INC.

WICKLIFFE PAPER COMPANY

By: Linda M. Sheffield
Name: Linda M. Sheffield
Title: Treasurer

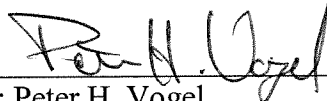
ESCANABA PAPER COMPANY

**MEADWESTVACO MARYLAND, INC.
(to be named LUKE PAPER COMPANY)**

**MEADWESTVACO OXFORD
CORPORATION
(to be named RUMFORD PAPER
COMPANY)**

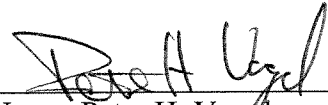
**MEADWESTVACO ENERGY SERVICES
LLC
(to be named NEWPAGE ENERGY
SERVICES LLC)**

UPLAND RESOURCES, INC.

By: 
Name: Peter H. Vogel
Title: President

RUMFORD COGENERATION, INC.

RUMFORD FALLS POWER COMPANY

By: 
Name: Peter H. Vogel
Title: Chief Executive Officer

Schedule 1 to

Trademark Security Agreement

Trademark Registrations and Applications

Chillicothe Paper Inc. Trademarks:

Country	Trademark	Reg. No.	App. No.	Reg. Date
AT	TRANS/RITE	96423	AM3252/80	18-Mar-1981
AU	PRINTLOC	874033	874033	30-Apr-2001
BX	TRANS/COPY	0370521	44612	14-Nov-1990
BX	TRANS/RITE	0369882	44611	25-Jun-1981
BX	TRANS/TAB	0370522	44614	14-Nov-1990
CA	ARIA	TMA484318	810180	20-Nov-1997
CA	ARIA AND DESIGN	TMA484089	810190	15-Oct-1997
CA	BEYOND THE BOX	pending	1191823	
CA	BEYOND THE BOX AND DESIGN	pending	1191822	
CA	CHARTER MEMBER	TMA597350	1120148	12-Dec-2003
CA	CHIEF (WORDMARK)	394319	673,072	14-Feb-1992
CA	CLEAR SPRING	pending	1230622	
CA	DEFENSA	TMA531146	887731	25-Sep-2000
CA	EXCEL	403828	662931	23-Oct-1992
CA	EXSAMPLES AND DESIGN	TMA608980	1166274	29-Apr-2004
CA	IDEAL	pending	1230324	
CA	I-SERIES	pending	1236412	
CA	LINGO	TMA558541	1055027	26-Feb-2002
CA	MAGNECOTE	pending	1202083	
CA	MAGNECOTE AND DESIGN	pending	1202082	
CA	MARK I	420470	666981	10-Dec-1993
CA	MARK V	371121	584587	27-Jul-1990
CA	MOISTRITE	392352	667209	27-Dec-1991
CA	OPTICA	TMA550685	887732	12-Sep-2001
CA	SEQUEL	411263	701124	16-Apr-1993
CA	STERLING	TMA610678	1162392	19-May-2004
CA	THE TRUE YOU	pending	1235642	
CA	TRANS/COPY	270198	462382	11-Jun-1982
CA	TRANS/RITE	262803	462383	02-Oct-1981
CA	TRANS/TAB	262625	462380	25-Sep-1981
CA	TRUE INC. ON PAPER	pending	1227459	
CH	ARIA	432817	11905/1995	16-Oct-1995
CH	ARIA AND DESIGN	432777	11906/1995	16-Oct-1995
CH	TRANS/TAB	310619	6046	12-Oct-1981
CTM	ARIA	000204537	000204537	16-Jul-1999

Country	Trademark	Reg. No.	App. No.	Reg. Date
CTM	ARIA AND DESIGN	000204511	000204511	16-Jul-1999
CTM	OPTICA	000912568	912568	15-Dec-1999
DE	TRANS/COPY	1022592	M49216/16WZ	09-Sep-1981
DE	TRANS/RITE	1024687	M49218/16WZ	27-Oct-1981
DK	TRANS/RITE	VR198300193	5357/80	21-Jan-1983
DK	TRANS/TAB	02489/81	5354/80	11-Sep-1981
FI	TRANS/RITE	85405	6373/80	05-May-1983
FI	TRANS/TAB	86543	6376/80	22-Aug-1983
FR	TRANS/COPY	1631369	248685	09-Nov-1990
FR	TRANS/RITE	1631367	248682	09-Nov-1990
FR	TRANS/TAB	1626607	248683	09-Nov-1990
GB	TRANS/RITE	B988711	988711	09-Mar-1972
GB	TRANS/TAB	1143894	1143894	13-Nov-1980
IE	TRANS/RITE	105128	3353/80	18-Nov-1980
IE	TRANS/TAB	105129	3354/80	18-Nov-1980
IT	TRANS/COPY	411960	35452C/80	10-Mar-1986
MX	DEFENSA	601595	346642	25-Feb-1999
MX	EXCEL	491179	137977	11-May-1995
MX	OPTICA	pending	482245	
MX	SEQUEL	419654	137981	10-Aug-1992
MX	SNAP-SET	518310	222861	29-Feb-1996
MX	TRANS/COPY	500321	222860	09-Aug-1995
MX	TRANS/RITE	314602	253694	18-Jun-1986
MX	TRANS/TAB	500320	222859	09-Aug-1995
SE	TRANS/RITE	180918	80-6020	08-Apr-1982
SG	TRANS/RITE	B5145/80	5145/80	11-Sep-1989
SG	TRANS/TAB	B5147/80	B5147/80	11-Sep-1989
US	ARIA	2027848	74/676214	31-Dec-1996
US	BEYOND THE BOX	pending	78/302302	
US	BEYOND THE BOX AND DESIGN	pending	76/552374	
US	BLACK & WHITE AND DESIGN	62344		30-Apr-1907
US	BLENDTONE AND DESIGN	321851	71/357872	19-Feb-1935
US	CELEBRITY	1450741	73/637514	04-Aug-1987
US	CHARTER MEMBER	2424196	75/666528	23-Jan-2001
US	CLEAR SPRING	0727033	72/121452	30-Jan-1962
US	CLIP TIPS	1334262	502265	07-May-1985
US	CRAFTSMAN	1448476	76/636365	21-Jul-1987
US	CROSSES WATERMARK DESIGN	2533131	76/005423	22-Jan-2002
US	DEERSKIN	1412766	73/299299	14-Sep-1986
US	DEFENSA	2352698	75/534238	23-May-2000
US	DURA	2348365	75/624272	09-May-2000
US	EQUITY	2302889	75/494978	21-Dec-1999
US	EXCEL	1584643	808923	27-Feb-1990

Country	Trademark	Reg. No.	App. No.	Reg. Date
US	EXSAMPLES AND DESIGN	2775361	76/478529	21-Oct-2003
US	FASCINATION	845919	72/268543	12-Mar-1968
US	GLACIER	788523	161413	20-Apr-1965
US	HIAWATHA OFFSET	1311026	384267	25-Dec-1984
US	HIAWATHA PREMIUM	1311025	384260	25-Dec-1984
US	IDEAL	pending	78/479247	
US	IDEAL AND DESIGN	116487	71/100378	01-May-1917
US	INSPIRATION	1301645	73/456967	23-Oct-1984
US	I-SERIES	pending	78/513542	
US	LINGO	2440996	76/031193	03-Apr-2001
US	LINGO	2544120	76/030225	05-Mar-2002
US	LINQ	1567480	73/781172	21-Nov-1989
US	LOGAN	799902	198570	07-Dec-1965
US	MAGNECOTE	pending	76/567756	
US	MAGNECOTE AND DESIGN	pending	76/571445	
US	MARK V	1450739	637403	04-Aug-1987
US	MOISTRITE	617482	665836	13-Dec-1955
US	MOISTRITE	822380	225658	17-Jan-1967
US	MYSTIC	1450757	73/638983	04-Aug-1987
US	OPTICA	2409213	75/534240	28-Nov-2000
US	ORIGA	1041754	73/059910	22-Jun-1976
US	PINNACLE PRIME	pending	78/72233	
US	PRIMA	2485741	75/654409	04-Sep-2001
US	PRINTLOC	2462535	75/722053	19-Jun-2001
US	PRINTLOC	2558617	76/246486	09-Apr-2002
US	REVERE	1413343	588015	14-Oct-1986
US	SECURITY GATE WATERMARK DESIGN	2533130	76/005422	22-Jan-2002
US	SEQUEL	1692968	124253	09-Jun-1992
US	SNAP-SET	1978888	74/563689	04-Jun-1996
US	STERLING	1046345	73/072117	17-Aug-1976
US	TECH NOTES	1691499	74/169915	09-Jun-1992
US	THE ONE STOP PAPER SHOP!	2379975	75/534239	22-Aug-2000
US	THE TRUE YOU	pending	78/505725	
US	TLC	1775465	74/239519	08-Jun-1993
US	TRANS/RITE	1908457	74/561888	01-Aug-1995
US	TRANS/TAB	1077855	116905	22-Nov-1977
US	TRANSCOPY	1748454	74/277810	26-Jan-1993
US	TRUE INC. ON PAPER	pending	78/468920	
US	ULTRASORB	2671919	76/378067	07-Jan-2003
US	CHILLICOTHE PAPER	pending	78/581422	
US	CHILLICOTHE PAPER	pending	78/581413	
CA	CHANGINGINC	pending	1245187	
US	CHANGINGINC	pending	78/565598	

Country	Trademark	Reg. No.	App. No.	Reg. Date
CA	CHANGING.INC AND DESIGN	pending	1245185	
US	CHANGING.INC AND DESIGN	pending	78/565614	
US	FASTTRACK US MWV	pending	78/325643	