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 Corporation		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: 34

Property Type	Number	Word Mark
Registration Number:	2566268	ANTHEM
Registration Number:	1324402	CELESTA
Registration Number:	1352778	CITATION
Registration Number:	786821	DEPENDOWEB
Serial Number:	76571936	ESCANABA
Registration Number:	2583333	FOCUS
Registration Number:	2306256	PAPER KNOWLEDGE
Registration Number:	2311889	PAPER KNOWLEDGE
Registration Number:	2309382	PAPER KNOWLEDGE
Registration Number:	1062938	PRESSDATE
Registration Number:	1248949	PUBLISHERS MATTE
Registration Number:	1598567	PUBLISHERS THINBULK
Registration Number:	1486092	SIGNATURE

OP $865.00 2566268

Registration Number:	2425728	SIGNATURE CLUB
Registration Number:	2767875	SIGNATURE TRUE
Registration Number:	1080335	VELVO
Registration Number:	1982992	VISION
Registration Number:	2738407	ASK DR. DIGITAL
Registration Number:	2828302	ASK DR. DIGITAL
Serial Number:	76025984	BALANCE
Registration Number:	2521091	PAPER GONE DIGITAL
Serial Number:	78372966	PAPEROLOGY
Serial Number:	78372960	PAPEROLOGY
Serial Number:	78468910	TRUE
Serial Number:	78578738	NEWPAGE
Serial Number:	78578722	NEWPAGE
Serial Number:	78570780	NEWPAGE
Serial Number:	78570462	NEWPAGE
Serial Number:	78570772	NEWPAGE PAPER
Serial Number:	78570466	NEWPAGE PAPER
Serial Number:	78578700	
Serial Number:	78578662	
Serial Number:	78578276	STERLING ULTRA DIGITAL
Serial Number:	78553544	BALANCE

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: 8

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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.

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Accepted and Agreed:

THE BANK OF NEW YORK,
as Priority Lien Collateral Trustee

By: Patricia Gallagher
Name: PATRICIA GALLAGHER
Title: VICE PRESIDENT

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: _____
Name: Linda M. Sheffield
Title: Treasurer

NEWPAGE HOLDING CORPORATION

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

CHILLICOTHE PAPER INC.

WICKLIFFE PAPER COMPANY

By: _____
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

NewPage Corporation Trademarks:

Country	Trademark	Reg. No.	App. No.	Reg. Date	Record Owner
CA	ASK DR. DIGITAL	TMA600736	1118605	28-Jan-2004	The Mead Corp.
CA	ASK DR. DIGITAL AND DESIGN	TMA605143	1118604	15-Mar-2004	The Mead Corp.
CA	BALANCE	pending	1055028		The Mead Corp.
CA	PAPER GONE DIGITAL	TMA594668	1047516	13-Nov-2003	The Mead Corp.
CA	PAPEROLOGY	pending	1207498		The Mead Corp.
CA	PRIMA	TMA578618	1120142	31-Mar-2003	The Mead Corp.
CA	TRUE	pending	1227462		The Mead Corp.
CA	ANTHEM	TMA610648	1078048	18-May-2004	MeadWestvaco Corp.
CA	DEPENDOWEB	TMA569714	1089989	28-Oct-2002	The Mead Corp.
CA	ESCANABA	TMA569367	1085006	23-Oct-2002	The Mead Corp.
CA	FOCUS	TMA569799	1056213	29-Oct-2002	The Mead Corp.
CA	NEW ERA MATTE	pending	1203188		MeadWestvaco Corp.
CA	NEW ERA THINBULK	pending	1120146		MeadWestvaco Corp.
CA	PTO	TMA569712	1089988	28-Oct-2002	The Mead Corp.
CA	PUBLISHERS MATTE	TMA592820	1120141	22-Oct-2003	MeadWestvaco Corp.
CA	SIGNATURE	367843	605302	20-Apr-1990	The Mead Corp.
CA	SIGNATURE CLUB	TMA597988	1121407	18-Dec-2003	MeadWestvaco Corp.
CA	SIGNATURE TRUE	TMA607735	1135859	15-Apr-2004	MeadWestvaco Corp.
CA	VISION	TMA621636	1120147	04-Oct-2004	MeadWestvaco Corp.
CA	XO-2	392351	667208	27-Dec-1991	The Mead Corp.
US	ANTHEM	2566268	78/028803	30-Apr-2002	MeadWestvaco Corp.
US	CELESTA	1324402	73/430530	12-Mar-1985	MeadWestvaco Corp.
US	CITATION	1352778	73/520710	06-Aug-1985	MeadWestvaco Corp.
US	DEPENDOWEB	786821	177653	16-Mar-1965	MeadWestvaco Corp.
US	ESCANABA	pending	76/571936		MeadWestvaco Corp.
US	FOCUS	2583333	76/030924	18-Jun-2002	MeadWestvaco Corp.
US	PAPER KNOWLEDGE	2306256	75/643549	04-Jan-2000	MeadWestvaco Corp.
US	PAPER KNOWLEDGE	2311889	75/643626	25-Jan-2000	MeadWestvaco Corp.
US	PAPER KNOWLEDGE AND DESIGN	2309382	75/650879	18-Jan-2000	MeadWestvaco Corp.

Country	Trademark	Reg. No.	App. No.	Reg. Date	Record Owner
US	PRESSDATE	1062938	73/078731	05-Apr-1977	MeadWestvaco Corp.
US	PUBLISHERS MATTE	1248949	384257	23-Aug-1983	MeadWestvaco Corp.
US	PUBLISHERS THINBULK	1598567	833223	29-May-1990	MeadWestvaco Corp.
US	SIGNATURE	1486092	643717	26-Apr-1988	MeadWestvaco Corp.
US	SIGNATURE CLUB	2425728	75/666527	30-Jan-2001	MeadWestvaco Corp.
US	SIGNATURE TRUE	2767875	76/389564	23-Sep-2003	MeadWestvaco Corp.
US	VELVO	1080335	73/121375	27-Dec-1977	MeadWestvaco Corp.
US	VISION	1982992	74/552640	25-Jun-1996	MeadWestvaco Corp.
US	ASK DR. DIGITAL	2738407	76/326321	15-Jul-2003	MeadWestvaco Corp.
US	ASK DR. DIGITAL AND DESIGN	2828302	76/326322	30-Mar-2004	MeadWestvaco Corp.
US	BALANCE	pending	76/025984		MeadWestvaco Corp.
US	PAPER GONE DIGITAL	2521091	75/924248	18-Dec-2001	MeadWestvaco Corp.
US	PAPEROLOGY	pending	78/372966		MeadWestvaco Corp.
US	PAPEROLOGY	pending	78/372960		MeadWestvaco Corp.
US	TRUE	pending	78/468910		MeadWestvaco Corp.
US	NEWPAGE	pending	78/578738		MeadWestvaco Corp.
US	NEWPAGE	pending	78/578722		MeadWestvaco Corp.
US	NEWPAGE	pending	78/570780		MeadWestvaco Corp.
US	NEWPAGE	pending	78/570462		MeadWestvaco Corp.
US	NEWPAGE PAPER	pending	78/570772		MeadWestvaco Corp.
US	NEWPAGE PAPER	pending	78570466		MeadWestvaco Corp.
US	Design Mark	pending	78578700		MeadWestvaco Corp.
US	Design Mark	pending	78/578662		MeadWestvaco Corp.
CA	PUBLISHERS THINBULK	pending	1250796		MeadWestvaco Corp
CA	STERLING ULTRA DIGITAL	pending	1250794		MeadWestvaco Corp
US	STERLING ULTRA DIGITAL	pending	78/578276		MeadWestvaco Corp

Country	Trademark	Reg. No.	App. No.	Reg. Date	Record Owner
US	BALANCE	pending	78/553544		MeadWestvaco Corp

License Agreements

Trademark License Agreement (Transitional) between MeadWestvaco Corp. and NewPage Corp. dated May 2, 2005.

Trademark License Agreement (ARIA) between NewPage Corp. and MeadWestvaco Corp. dated May 2, 2005.

License Agreement between MeadWestvaco Corp. and NewPage Corp. dated May 2, 2005.

License Agreement between MeadWestvaco Corp. and Chillicothe Paper Inc. dated May 2, 2005.

License Agreement between MeadWestvaco Corp. and Escanaba Timber LLC dated May 2, 2005.

License Agreement between NewPage Corp., Chillicothe Paper Inc. and MeadWestvaco Corp. dated May 2, 2005.

License Agreement between NewPage Corp. and Safeport Inc. dated March 1, 2004.

Consolidated and Revised Patent, Know How and Trademark License Agreement between Sherwood Technology Ltd. and Chillicothe Paper Inc. dated January 26, 2005.

License Agreement between Chillicothe Paper Inc. and Intense Photonics Ltd. dated December 5, 2003.