

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
Ponderay Newsprint Company		12/07/2005	PARTNERSHIP: WASHINGTON
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	303 Peachtree St., N.E.		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	Georgia Banking Corporation:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1822692	P	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5149		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	404-572-2533		
Email:	jbalcita@kslaw.com		
Correspondent Name:	Jeffrey P. Balcita		
Address Line 1:	191 Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	52990.015774		
NAME OF SUBMITTER:	Jeffrey P. Balcita		
Signature:	/s/ Jeffrey P. Balcita		
Date:	12/07/2005		

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REEL: 003206 FRAME: 0314

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 7, 2005 (this "Agreement"), executed by PONDERAY NEWSPRINT COMPANY, a partnership organized under the laws of the State of Washington ("Grantor"), in favor of SUNTRUST BANK, a Georgia banking corporation, as administrative agent ("Agent"), on its behalf and on behalf of the Lenders (the "Lenders") from time to time party to the Revolving Credit and Term Loan Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the Lenders and Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders and Agent have agreed to make certain financial accommodations to Grantor;

WHEREAS, Grantor has entered into a Security Agreement (the "Security Agreement"), pursuant to which Grantor has granted to Agent, for its benefit and for the benefit of the Lenders, a continuing security interest in, among other things, the Intellectual Property of Grantor, including, without limitation, (a) all of Grantor's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which Grantor now has or hereafter acquires rights and wherever located; (b) all of Grantor's Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or in which Grantor now has or hereafter acquires rights and wherever located; and (c) all products and proceeds of any of the foregoing, as security for all of the Secured Obligations; and

WHEREAS, it is a condition precedent to the Credit Agreement that Grantor grant to Agent, for its benefit and the benefit of Lenders, a security interest in the Property (as herein defined);

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

1. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademark License” means any written agreement now or hereafter in existence granting to Grantor any right to use any Trademark, including, without limitation, the agreements listed on Schedule I attached hereto.

“Trademarks” means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof (except in any jurisdiction in which the grant of a security interest in trademarks is prohibited and except for any intent to use applications unless or until a statement of use or amendment to assert use has been filed with the United States Patent and Trademark Office), including, without limitation, those U.S. registrations and applications for registration listed on Schedule I attached hereto, together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.

2. As security for all of the Secured Obligations (as such term is defined in the Security Agreement), Grantor hereby grants and conveys a security interest to Agent, for its benefit and the benefit of the Lenders, in all of Grantor’s right, title and interest in, to and under the following (collectively, the “Property”):

(a) each Trademark now or hereafter owned by Grantor or in which Grantor now has or hereafter acquires rights (other than Trademark Licenses) and wherever located (except any jurisdiction in which the grant of a security interest in trademarks is prohibited) and the goodwill of the business of Grantor relating thereto or represented thereby, including, without limitation, each U.S. registration and application for registration of a Trademark referred to in Schedule I hereto; and

(b) each Trademark License now or hereafter held by Grantor or in which Grantor now has or hereafter acquires rights, to the extent each of the Trademark Licenses does not prohibit assignment or the granting of a security interest in the rights thereunder, and wherever located, including, without limitation, the Trademark Licenses, if any, referred to in Schedule I hereto; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Trademark or breach of Trademark Licenses, if any, including, without limitation, any Trademark or Trademark License referred to in Schedule I hereto.

3. Grantor does hereby further acknowledge and affirm that the representations, warranties and covenants of Grantor with respect to the Property and the rights and remedies of Agent with respect to the security interest in and collateral assignment of the Property 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.

4. This Agreement shall terminate upon termination of the Security Agreement. At any time and from time to time prior to such termination, Agent may terminate its security interest in any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from Grantor, Agent shall, at the expense of Grantor, execute and deliver to Grantor all documents as Grantor may reasonably request (but without recourse or warranty by Agent or any Lender) in order to evidence such termination.

5. If at any time before the termination of this Agreement in accordance with Section 4, Grantor shall obtain or acquire rights to any new Trademark or Trademark License, the provisions of Section 2 shall automatically apply thereto and Grantor shall comply with the terms of the Credit Agreement and the Security Agreement with respect to such new Trademark or Trademark License. Grantor authorizes Agent to modify this Agreement by amending Schedule I to include any future Trademarks and Trademark Licenses covered by Section 2 or by this Section 5.

6. Grantor further agrees that (a) neither Agent nor any Lender shall have any obligation or responsibility to protect or defend the Property and Grantor shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Credit Agreement and the Security Agreement, (b) Grantor shall forthwith advise Agent promptly in writing upon detection of infringements of any of the Property being used in Grantor's businesses and (c) if Grantor fails to comply with the requirements of the preceding clause (a), Agent or any Lender may do so in Grantor's name or in its own name, but in any case at Grantor's expense, and Grantor hereby agrees to reimburse Agent and the Lenders for all expenses incurred by Agent or such Lender, including reasonable attorneys' fees, actually incurred by Agent and the Lenders in protecting, defending and maintaining the Property.

7. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

8. There shall be full recourse to the Grantor and the Property for the liabilities of the Grantor under this Agreement, but in no event shall any Partner or any officer, director or holder of any Capital Stock in any Partner be personally liable or obligated for such liabilities and obligations, except as provided in any instrument or agreement relating hereto or to any of the Indebtedness secured hereunder. Specifically, but without limiting the generality of the foregoing, no Partner shall be liable or responsible in its individual capacity for any representation or warranty by any Grantor with respect to any other Partner. Nothing herein contained shall limit or be construed to limit the liabilities and obligations of any Partner or any parent in accordance with the terms of any contract or agreement creating such liabilities and

obligations with respect to the operation and maintenance of the Mill or the purchase of the newsprint produced by the Mill or the repayment of the Indebtedness.

9. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed under seal and by its duly authorized officer as of the date first above written.

PONDERAY NEWSPRINT COMPANY
By: Lake Superior Forest Products, Inc., its
Managing Partner

By: W. R. Henry

Name:
Title:

ACKNOWLEDGMENT OF GRANTOR

STATE OF South Carolina
COUNTY OF Greenville

ss.

On this 6th day of December, 2005 before me personally _____ proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Ponderay Newsprint Company, who being by me duly sworn did depose and say that he is an authorized officer of said partnership's Managing Partner, that the said instrument was signed on behalf of said partnership as authorized by its Managing Partner and that he acknowledged said instrument to be the free act and deed of said partnership.

Markella Shepherd
Notary Public

My Commission Expires
October 3, 2011

{seal}

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Acknowledged and Agreed to By:

SUNTRUST BANK, as Administrative
Agent

By: Bradley J. Staples
Name: Bradley J. Staples
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Schedule I
to Trademark Security Agreement

PENDING AND REGISTERED U.S. TRADEMARKS

U.S. Registered Trademarks:

<u>Trademark</u>	<u>Owner</u>	<u>Federal Reg. No.</u>
P & Design	Ponderay Newsprint Company	1822692