

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Domtar Paper Company, LLC		03/07/2007	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	P.O. Box 2558
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77252
<b>Entity Type:</b>	National Banking Association:

**PROPERTY NUMBERS Total: 39**

Property Type	Number	Word Mark
Registration Number:	2849381	BOBCAT
Registration Number:	1273482	CHOCTAW
Registration Number:	2467954	CI2000
Registration Number:	1198659	CLARION
Registration Number:	1418357	COLONNADE GLOSS
Registration Number:	2270807	COPYPRINT
Registration Number:	1038500	COUGAR
Registration Number:	2790440	COUGAR
Registration Number:	1748483	DATATECH
Registration Number:	2958153	E.G. EDGE
Registration Number:	2927947	ENTERPRISE
Registration Number:	2887533	ENTERPRISE GROUP
Registration Number:	2928882	ENTERPRISE GROUP

**OP \$990.00 2849381**

Registration Number:	2597056	ENTERPRISE OFFSET
Registration Number:	2226257	FIRST CHOICE
Registration Number:	2713265	FIRST CHOICE
Registration Number:	2743390	FIRST CHOICE COLORPRINT
Registration Number:	2285125	FIRST CHOICE COORDINATED PAPER SYSTEM
Registration Number:	2737907	FIRST CHOICE PERFORMANCE GUARANTEED RENDEMENT GARANTI DESEMPENO GERANTIZADO
Registration Number:	1394850	HIGHLAND BOOK
Registration Number:	2264448	HIGHLAND PLUS
Registration Number:	0784846	HUSKY
Registration Number:	0819112	HUSKY
Registration Number:	2270809	IMAGEPRINT
Registration Number:	1535274	JAGUAR
Registration Number:	2399741	JAGUAR
Registration Number:	2366334	LYNX
Registration Number:	1510914	LYNX OPAQUE
Registration Number:	2307582	PAPER MATTERS
Registration Number:	1386779	PENBOOK
Registration Number:	2900622	PUMA
Registration Number:	0791427	SATURN
Registration Number:	2934245	SONORA
Registration Number:	1405821	WILLCOPY
Registration Number:	0682401	WILLAMETTE
Registration Number:	2529483	WILLAMETTE CLASSIC GLULAM
Registration Number:	2529480	WILLAMETTE PREMIER GLULAM
Registration Number:	2529479	WILLAMETTE PREMIER PLUS GLULAM
Registration Number:	1940032	WILL-TRIM

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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ATTORNEY DOCKET NUMBER:	509265/0825
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	05/25/2007
Total Attachments: 6 source=DomtarTS#page1.tif source=DomtarTS#page2.tif source=DomtarTS#page3.tif source=DomtarTS#page4.tif source=DomtarTS#page5.tif source=DomtarTS#page6.tif	

NOTICE OF  
SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), effective as of March 7, 2007, is made by Domtar Paper Company, LLC, a Delaware limited liability company (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (the "Agent") for the Lenders (as defined in the Credit Agreement described below).

WITNESSETH

WHEREAS, pursuant to the Credit Agreement, dated as of March 7, 2007, among Domtar Corporation, Domtar Paper Company, LLC, Domtar Inc. (together with Domtar Corporation and Domtar Paper Company, LLC, the "Borrowers"), the Agent, and the banks and other financial institutions and entities from time to time parties thereto (the "Lenders") (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered an US Guarantee and Collateral Agreement, dated as of March 7, 2007, in favor of the Agent (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

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

WHEREAS, the Grantor 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 Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the 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 Guarantee and Collateral Agreement.

SECTION 2. Notice of Security Interest. Pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted a continuing security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of such Grantor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest in the Trademarks with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and 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 Grantor 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 Guarantee and 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 Notice of Security Interest in Trademarks to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DOMTAR PAPER COMPANY, LLC

By: 

Name: Razvan L. Theodoru

Title: Secretary

[Signature page to the Notice of Security Interest in Trademarks]

TRADEMARK  
REEL: 003549 FRAME: 0779

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

By: Peter S. Predun  
Name: **Peter S. Predun**  
Title: **Executive Director**

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>Trademark</b>	<b>Registration/Application Number</b>
BOBCAT	2,849,381
CHOCTAW	1,273,482
CI2000	2,467,954
CLARION	1,198,659
COLONNADE GLOSS	1,418,357
COPYPRINT	2,270,807
COUGAR	1,038,500
COUGAR	2,790,440
DATATECH	1,748,483
E.G. EDGE	2,958,153
ENTERPRISE	2,927,947
ENTERPRISE GROUP	2,887,533
ENTERPRISE GROUP (and design)	2,928,882
ENTERPRISE OFFSET	2,597,056
FIRST CHOICE	2,226,257
FIRST CHOICE	2,713,265
FIRST CHOICE COLORPRINT	2,743,390
FIRST CHOICE COORDINATED PAPER SYSTEM	2,285,125
FIRST CHOICE PERFORMANCE GUARANTEED RENDEMENT GARANTI DESEMPENO GERANTIZADO (and design)	2,737,907
HIGHLAND BOOK	1,394,850
HIGHLAND PLUS	2,264,448
HUSKY	784,846
HUSKY	819,112
IMAGEPRINT	2,270,809



<b>Trademark</b>	<b>Registration/Application Number</b>
JAGUAR (and design)	1,535,274
JAGUAR (and design)	2,399,741
LYNX	2,366,334
LYNX OPAQUE	1,510,914
PAPER MATTERS	2,307,582
PENNBOOK	1,386,779
PUMA	2,900,622
SATURN	791,427
SONORA	2,934,245
WILLCOPY	1,405,821
WILLAMETTE	682,401
WILLAMETTE CLASSIC GLULAM	2,529,483
WILLAMETTE PREMIER GLULAM	2,529,480
WILLAMETTE PREMIER PLUS GLULAM	2,529,479
WILL-TRIM	1,940,032