

**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
Longview Fibre Paper and Packaging, Inc.		12/12/2007	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	231 South LaSalle Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60697
<b>Entity Type:</b>	INC. ASSOCIATION:

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	2288258	SUN-FIBRE
Registration Number:	2122441	TEA-KRAFT
Registration Number:	2122443	TEA-KRAFT
Registration Number:	1713634	DRUMPLEX
Registration Number:	1609066	Q1
Registration Number:	1598569	
Registration Number:	1598557	QUALITY ONE
Registration Number:	1604605	Q1
Registration Number:	1478660	LIQUIPLEX
Registration Number:	1388292	FIBREPLEX
Registration Number:	0541890	LONGFIBRE
Registration Number:	0541891	LONGFIBRE

**CORRESPONDENCE DATA**

**OP \$315.00 2288258**

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ATTORNEY DOCKET NUMBER:	2759.162
NAME OF SUBMITTER:	Rena Kollias
Signature:	/renakollias/
Date:	12/14/2007

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 12th day of December, 2007, by **LONGVIEW FIBRE PAPER AND PACKAGING, INC.**, a Washington corporation ("Grantor"), in favor of **BANK OF AMERICA, N.A.** in its capacity as Agent for the Lenders party to the Loan Agreement (defined below) ("Grantee"):

### WITNESSETH

WHEREAS, Grantor and Grantee are parties to a certain Loan and Security Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Trademarks. The term "Trademarks" shall mean all of Grantor's trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), including, without limitation, the trademarks, trade names, service marks, registrations and applications listed on Schedule 1 attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

3. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit

and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

***[Remainder of page intentionally left blank; signatures begin on following page]***

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**LONGVIEW FIBRE PAPER AND  
PACKAGING, INC.**

By: Hedi C. Pigo  
Title: Vice President France

Agreed and Accepted  
As of the Date First Written Above

**BANK OF AMERICA, N.A.,**  
as Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**LONGVIEW FIBRE PAPER AND  
PACKAGING, INC.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

**BANK OF AMERICA, N.A.,**  
as Agent



By: Brian Conole  
Title: Senior Vice President

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Sun-Fibre	2288258	10/19/1999
Tea-Kraft	2122441	12/16/1997
Tea-Kraft	2122443	12/16/1997
Drumplex	1713634	09/08/1992
Q1	1609066	08/07/1990
None (Design only)	1598569	05/29/1990
Quality One	1598557	05/29/1990
Q1	1604605	07/03/1990
Liquiplex	1478660	03/01/1988
Fibreplex	1388292	04/01/1986
Longfibre	0541890	05/08/1951
Longfibre	0541891	05/08/1951

**TRADEMARK APPLICATIONS**

None