

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		12/21/2007	CORPORATION: DELAWARE

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

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	2566268	ANTHEM
Registration Number:	2738407	ASK DR. DIGITAL
Registration Number:	2828302	ASK DR. DIGITAL
Serial Number:	78553544	BALANCE
Registration Number:	0786821	DEPENDOWEB
Registration Number:	2348365	DURA
Registration Number:	3202909	EDUCATION MATTE
Registration Number:	3033497	ESCANABA
Registration Number:	2775361	EXSAMPLES
Registration Number:	2583333	FOCUS
Registration Number:	3230671	IDEAL
Registration Number:	3346217	IDEAL
Registration Number:	1301645	INSPIRATION
Serial Number:	78911169	NEW ERA

OP \$1040.00 2566268

Serial Number:	78570462	NEWPAGE
Registration Number:	3113100	NEWPAGE
Registration Number:	3209662	NEWPAGE
Serial Number:	78578738	NEWPAGE
Serial Number:	78578662	
Serial Number:	78578700	
Registration Number:	2306256	PAPER KNOWLEDGE
Registration Number:	2311889	PAPER KNOWLEDGE
Registration Number:	2309382	PAPER KNOWLEDGE
Registration Number:	3230521	PAPERODOLOGY
Registration Number:	3269042	PAPERODOLOGY
Registration Number:	3313479	PINNACLE PRIME
Registration Number:	1062938	PRESSDATE
Registration Number:	2485741	PRIMA
Registration Number:	1248949	PUBLISHERS MATTE
Registration Number:	1598567	PUBLISHERS THINBULK
Registration Number:	1486092	SIGNATURE
Registration Number:	2767875	SIGNATURE TRUE
Registration Number:	1046345	STERLING
Serial Number:	78578276	STERLING ULTRA DIGITAL
Registration Number:	1691499	TECH NOTES
Registration Number:	3231966	THE RESPONSE PROJECT
Serial Number:	78871036	THE STERLING RESPONSE
Registration Number:	3057403	THE TRUE YOU
Registration Number:	1775465	TLC
Registration Number:	1080335	VELVO
Registration Number:	1982992	VISION

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312/876-7628
Email: linda.kastner@lw.com
Correspondent Name: Linda R. Kastner, c/o Latham & Watkins
Address Line 1: 233 S. Wacker Drive
Address Line 2: Suite 5800, Sears Tower
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Linda R., Kastner
Signature:	/lk/
Date:	12/31/2007
Total Attachments: 8 source=NewPage.Priority.TSA.final#page1.tif source=NewPage.Priority.TSA.final#page2.tif source=NewPage.Priority.TSA.final#page3.tif source=NewPage.Priority.TSA.final#page4.tif source=NewPage.Priority.TSA.final#page5.tif source=NewPage.Priority.TSA.final#page6.tif source=NewPage.Priority.TSA.final#page7.tif source=NewPage.Priority.TSA.final#page8.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of December 21, 2007 (as amended, restated or otherwise modified, the “**Trademark Security Agreement**”), is entered into by and between **NEWPAGE CORPORATION** (the “**Grantor**”) 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, the Grantor is party to a Priority Lien Debt Pledge and Security Agreement dated as of December 21, 2007 (the “**Pledge and Security Agreement**”) by and among the Grantor, the other grantors party thereto and the Priority Lien Collateral Trustee, pursuant to which the Grantor is 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 Grantor hereby agrees 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. The 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 the Grantor hereby acknowledges and affirms 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.

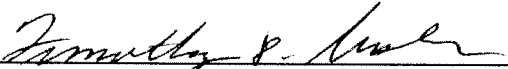
SECTION 6. Priority Lien Collateral Trustee. In connection with its appointment and acting hereunder, the Priority Lien Collateral Trustee is entitled to all the rights, privileges, protections and immunities provided to it under the Pledge and Security Agreement.

SECTION 7. Waiver of Jury Trial. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES HERETO EACH IRREVOCABLY WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM (INCLUDING ANY COUNTERCLAIM), SUIT OR PROCEEDING ON, ARISING OUT OF OR RELATING TO THIS AGREEMENT.

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IN WITNESS WHEREOF, the 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: Timothy D. Nusbaum
Title: Assistant Treasurer

Accepted and Agreed:

THE BANK OF NEW YORK,
as Priority Lien Collateral Trustee

By: *Carlos R. Luciano*
Name:
Title: **CARLOS R. LUCIANO**
VICE PRESIDENT

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Description	Reg. No.	App. No.	Reg. Date	Record Owner
CA	ANTHEM	TMA610648	1078048	18-May-2004	NewPage Corporation
US	ANTHEM	2566268	78/028803	30-Apr-2002	NewPage Corporation
CA	ASK DR. DIGITAL	TMA600736	1118605	28-Jan-2004	NewPage Corporation
US	ASK DR. DIGITAL	2738407	76/326321	15-Jul-2003	NewPage Corporation
CA	ASK DR. DIGITAL AND DESIGN	TMA605143	1118604	15-Mar-2004	NewPage Corporation
US	ASK DR. DIGITAL AND DESIGN	2828302	76/326322	30-Mar-2004	NewPage Corporation
CA	BALANCE	pending	1055028		NewPage Corporation
US	BALANCE	pending	78/553544		NewPage Corporation
CA	DEPENDOWEB	TMA569714	1089989	28-Oct-2002	NewPage Corporation
US	DEPENDOWEB	786821	72/177653	16-Mar-1965	NewPage Corporation
US	DURA	2348365	75/624272	09-May-2000	NewPage Corporation
CA	EDUCATION MATTE	pending	1266098		NewPage Corporation
US	EDUCATION MATTE	3202909	78/668666	23-Jan-2007	NewPage Corporation
CA	ESCANABA	TMA569367	1085006	23-Oct-2002	NewPage Corporation
US	ESCANABA	3033497	76/571936	27-Dec-2005	NewPage Corporation
CA	EXSAMPLES AND DESIGN	TMA608980	1166274	29-Apr-2004	NewPage Corporation
US	EXSAMPLES AND DESIGN	2775361	76/478529	21-Oct-2003	NewPage Corporation
CA	FOCUS	TMA569799	1056213	29-Oct-2002	NewPage Corporation
US	FOCUS	2583333	76/030924	18-Jun-2002	NewPage Corporation

Country	Description	Reg. No.	App. No.	Reg. Date	Record Owner
CA	IDEAL	TMA696474	1230324	14-Sep-2007	NewPage Corporation
CA	IDEAL	3346217	1308219	27-Nov-2007	NewPage Corporation
US	IDEAL	3230671	78/479247	17-Apr-2007	NewPage Corporation
US	IDEAL	3346217	78/917784	27-Nov-2007	NewPage Corporation
US	INSPIRATION	1301645	73/456967	23-Oct-1984	NewPage Corporation
CA	LINGO	TMA558541	1055027	26-Feb-2002	NewPage Corporation
CA	MARK I	420470	666981	10-Dec-1993	NewPage Corporation
CA	NEW ERA	pending	1315578		NewPage Corporation
US	NEW ERA	pending	78/911169		NewPage Corporation
CA	NEW ERA MATTE	TMA630385	1203188	18-Jan-2005	NewPage Corporation
CA	NEW ERA THINBULK	TMA674380	1120146	05-Oct-2006	NewPage Corporation
CA	NEWPAGE	pending	1256649		NewPage Corporation
MX	NEWPAGE	917880	718725	30-Jan-2006	NewPage Corporation
MX	NEWPAGE	948916	718728	28-Aug-2006	NewPage Corporation
US	NEWPAGE	pending	78/570462		NewPage Corporation
US	NEWPAGE	3113100	78/570780	04-Jul-2006	NewPage Corporation
CA	NEWPAGE & DESIGN	pending	1256647		NewPage Corporation
MX	NEWPAGE & DESIGN	919321	718727	14-Feb-2006	NewPage Corporation
MX	NEWPAGE & DESIGN	919322	718729	14-Feb-2006	NewPage Corporation
US	NEWPAGE & DESIGN	3209662	78/578722	13-Feb-2007	NewPage Corporation
US	NEWPAGE & DESIGN	pending	78/578738		NewPage Corporation
CA	PAGE DESIGN	pending	1256648		NewPage Corporation

Country	Description	Reg. No.	App. No.	Reg. Date	Record Owner
MX	PAGE DESIGN	919320	718726	14-Feb-2006	NewPage Corporation
MX	PAGE DESIGN	948917	718730	28-Aug-2006	NewPage Corporation
US	PAGE DESIGN	pending	78/578662		NewPage Corporation
US	PAGE DESIGN	pending	78/578700		NewPage Corporation
CA	PAPER GONE DIGITAL	TMA594668	1047516	13-Nov-2003	NewPage Corporation
US	PAPER KNOWLEDGE	2306256	75/643549	04-Jan-2000	NewPage Corporation
US	PAPER KNOWLEDGE	2311889	75/643626	25-Jan-2000	NewPage Corporation
US	PAPER KNOWLEDGE AND DESIGN	2309382	75/650879	18-Jan-2000	NewPage Corporation
CA	PAPEROLGY	pending	1207498		NewPage Corporation
US	PAPEROLGY	3230521	78/372966	17-Apr-2007	NewPage Corporation
US	PAPEROLGY	3269042	78/372960	24-Jul-2007	NewPage Corporation
US	PINNACLE PRIME	3313479	78/472233	16-Oct-2007	NewPage Corporation
US	PRESSDATE	1062938	73/078731	05-Apr-1977	NewPage Corporation
CA	PRIMA	TMA578618	1120142	31-Mar-2003	NewPage Corporation
US	PRIMA	2485741	75/654409	04-Sep-2001	NewPage Corporation
CA	PTO	TMA569712	1089988	28-Oct-2002	NewPage Corporation
CA	PUBLISHERS MATTE	TMA592820	1120141	22-Oct-2003	NewPage Corporation
US	PUBLISHERS MATTE	1248949	73/384257	23-Aug-1983	NewPage Corporation
CA	PUBLISHERS THINBULK	666165	1250796	16-Jun-2006	NewPage Corporation
US	PUBLISHERS THINBULK	1598567	73/833223	29-May-1990	NewPage Corporation
US	SIGNATURE	1486092	73/643717	26-Apr-1988	NewPage Corporation
CA	SIGNATURE CLUB	TMA597988	1121407	18-Dec-2003	NewPage Corporation

Country	Description	Reg. No.	App. No.	Reg. Date	Record Owner
CA	SIGNATURE TRUE	TMA607735	1135859	15-Apr-2004	NewPage Corporation
US	SIGNATURE TRUE	2767875	76/389564	23-Sep-2003	NewPage Corporation
CA	STERLING	TMA610678	1162392	19-May-2004	NewPage Corporation
US	STERLING	1046345	73/072117	17-Aug-1976	NewPage Corporation
CA	STERLING ULTRA DIGITAL	TMA673275	1250794	25-Sep-2006	NewPage Corporation
US	STERLING ULTRA DIGITAL	pending	78/578276		NewPage Corporation
US	TECH NOTES	1691499	74/169915	09-Jun-1992	NewPage Corporation
CA	THE RESPONSE PROJECT	TMA697228	1304804	25-Sept-2007	NewPage Corporation
US	THE RESPONSE PROJECT	3231966	78/871045	17-Apr-2007	NewPage Corporation
CA	THE STERLING RESPONSE	TMA688526	1304805	29-May-2007	NewPage Corporation
US	THE STERLING RESPONSE	pending	78/871036		NewPage Corporation
CA	THE TRUE YOU	TMA678077	1235642	04-Dec-2006	NewPage Corporation
US	THE TRUE YOU	3057403	78/505725	07-Feb-2006	NewPage Corporation
US	TLC	1775465	74/239519	08-Jun-1993	NewPage Corporation
US	VELVO	1080335	73/121375	27-Dec-1977	NewPage Corporation
CA	VISION	TMA621636	1120147	04-Oct-2004	NewPage Corporation
US	VISION	1982992	74/552640	25-Jun-1996	NewPage Corporation