

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

20034-262 ①

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

BRPP, LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other NC limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance / Execution Date(s) :**

Execution Date(s) 9/12/08

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: General Electric Capital Corporation

Internal \_\_\_\_\_ as agent

Address: \_\_\_\_\_

Street Address: 201 Merritt 7

City: Norwalk

State: CT

Country: USA Zip: 06856

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Delaware
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

**6. Total number of applications and registrations involved:**

11

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 290**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

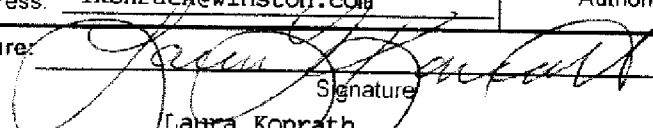
**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

**9. Signature:**



Signature

Laura Konrath

Name of Person Signing

10/9/08  
Date

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$290.00 232428 78650086

Continuation  
Item 4

SCHEDULE I

Additional Trademarks

JURISDICTION	APPLICATION NO.	DATE FILED	TRADEMARK NO.	DATE REGISTERED	TRADEMARK	OWNER
United States	71377734	4/28/1936	339420	10/6/1936	SUNTAN	BRPP, LLC
United States	76198266	1/22/2001	2506840	11/13/2001	RAPIER	BRPP, LLC
United States	76592038	5/13/2004	2963816	6/28/2005	OVENCHAMP	BRPP, LLC
United States	76616063	10/14/2004	3237794	5/1/2007	THER MAX	BRPP, LLC
United States	78650086	6/14/2005	N/A	N/A	PARAMOUNT	BRPP, LLC
United States	78650077	6/14/2005	N/A	N/A	PALISADE	BRPP, LLC

1 2 3 4 5 6

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JURISDICTION	APPLICATION NO	DATE FILED	TRADEMARK NO	DATE REGISTERED	TRADEMARK	OWNER
United States	78650061	6/14/2005	N/A	N/A	PINNACLE	BRPP, LLC
United States	78674312	7/20/2005	3191793	1/2/2007	SLIMPAK	BRPP, LLC
United States	78745692	11/2/2005	N/A	N/A	KWIKSIP	BRPP, LLC
United States	78772855	12/14/2005	3366890	1/8/2008	XTREME	BRPP, LLC
United States	78798760	1/25/2006	N/A	N/A	KWIKZIP	BRPP, LLC
Panama	143,306		143,036	6/14/2005	DAIRYPAK	BRPP, LLC

7 8 9 10 (11)

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 12, 2008 (this "Trademark Security Agreement"), by BRPP, LLC, a North Carolina limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 17, 2003 by and among Blue Ridge Paper Products Inc., the Persons named therein as Credit Parties (including Grantor), Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Grantor executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of December 17, 2003 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement and at the Agent's request, Grantor now wishes to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a security interest in all of Grantor's right, title and interest in, to and under the following (collectively, the "Trademark Collateral");

- (a) all of the Trademarks referred to on Schedule I hereto (the "Additional Trademarks");
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Additional Trademark; and

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

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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. COUNTERPARTS. This Trademark Security Agreement may be executed in counterparts, delivered by facsimile or otherwise, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the date first set forth above.

BRPP, LLC

By: Blue Ridge Paper Products Inc., its sole Member and Manager

By: [Signature]  
Name: MALCOLM BUNDEY  
Title: C.O.O.

STATE OF TENNESSEE )

COUNTY OF Shelby )

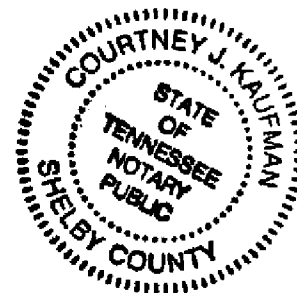
ss.:

On this 28<sup>th</sup> day of August, 2008, before me personally appeared Malcolm Bundy, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

Courtney J. Kaufman  
Notary Public:

My commission expires:

MY COMMISSION EXPIRES JULY 28, 2009



[Trademark Security Agreement]



SCHEDULE IAdditional Trademarks

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