

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment to Trademark Security Agreement (to reflect name change of receiving party)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NewPage Corporation		09/11/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon, as Priority Lien Collateral Trustee
Street Address:	101 Barclay Street
Internal Address:	8 West
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	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
Registration Number:	786821	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
Registration Number:	3113100	NEWPAGE

OP \$1040.00 2566268

Registration Number:	3209662	NEWPAGE
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
Registration Number:	1691499	TECH NOTES
Registration Number:	3231966	THE RESPONSE PROJECT
Registration Number:	3057403	THE TRUE YOU
Registration Number:	1775465	TLC
Registration Number:	1080335	VELVO
Registration Number:	1982992	VISION
Serial Number:	78553544	BALANCE
Serial Number:	78911169	NEW ERA
Serial Number:	78570462	NEWPAGE
Serial Number:	78578738	NEWPAGE
Serial Number:	78578662	
Serial Number:	78578700	
Serial Number:	78578276	STERLING ULTRA DIGITAL
Serial Number:	78871036	THE STERLING RESPONSE

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 LL
Address Line 1: 233 S. Wacker Drive
Address Line 2: Suite 5800

TRADEMARK
REEL: 004062 FRAME: 0476

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 022411-1026

NAME OF SUBMITTER: Linda R. Kastner

Signature: /lrk/

Date: 09/16/2009

Total Attachments: 8

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AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT TO TRADEMARK SECURITY AGREEMENT (“Amendment”), dated as of September 11, 2009 is entered into between NEWPAGE CORPORATION, a Delaware corporation (the “Grantor”) and THE BANK OF NEW YORK MELLON (formerly known as The Bank of New York), in its capacity as collateral trustee for lenders (the “Priority Lien Collateral Trustee”).

WITNESSETH:

WHEREAS, the parties hereto are parties to that certain Trademark Security Agreement dated as of December 21, 2007 which was filed with the United States Patent and Trademark Office on December 31, 2007 at Reel 003686, Frame 0905 (the “Trademark Security Agreement”) and which granted to the Priority Lien Collateral Trustee, a security interest in all of the Grantor’s Trademark Collateral listed on Schedule I attached hereto. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Trademark Security Agreement.

WHEREAS, the parties desire to amend the Trademark Security Agreement to reflect the change of name of the Priority Lien Collateral Trustee from The Bank of New York, as Priority Lien Collateral Trustee to The Bank of New York Mellon (formerly known as The Bank of New York), as Priority Lien Collateral Trustee.

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

1. Amendment to Trademark Security Agreement. The name of the Priority Lien Collateral Trustee is hereby changed from The Bank of New York, as Priority Lien Collateral Trustee to The Bank of New York Mellon (formerly known as The Bank of New York), as Priority Lien Collateral Trustee.
2. Absence of Waiver. The Priority Lien Collateral Trustee and the Grantor agree that the amendment set forth in Section 1 hereof shall be limited precisely as written and except as expressly set forth in Section 1 of this Amendment, shall not be deemed to be a consent to any waiver or modification of any other term or condition of the Trademark Security Agreement or any other financing agreement.
3. Representations. Grantor hereby represents and warrants to the Priority Lien Collateral Trustee that:
 - (i) the Grantor is a corporation duly organized, validly existing, and in good standing under the laws of the state of its incorporation; and
 - (ii) this Amendment is a legal, valid, and binding obligation of the Grantor, enforceable against the Grantor in accordance with its terms.

4. Miscellaneous.

(i) Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of this Amendment.

(ii) This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

(iii) This Amendment shall be a contract made under and governed by the laws of the State of New York, without giving effect to principles of conflicts of laws.

(iv) All obligations of the Grantor and rights of the Priority Lien Collateral Trustee that are expressed herein, shall be in addition to and not in limitation of those provided by the Trademark Security Agreement and applicable law.


(v) Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(vi) This Amendment shall be binding upon the Grantor and the Priority Lien Collateral Trustee and their respective successors and assigns, and shall inure to the benefit of the Grantor and the Priority Lien Collateral Trustee and the successors and assigns of the Priority Lien Collateral Trustee.

[signature page follows]

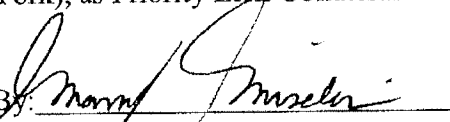
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

NEWPAGE CORPORATION

By: 
Name: Douglas K. Cooper
Title: Vice President, General Counsel
& Secretary

[Signature Page to Amendment to Trademark Security Agreement – NP - Priority]

THE BANK OF NEW YORK MELLON
(formerly known as The Bank of New
York), as Priority Lien Collateral Trustee

By: 

Name: Mary Miselis

Title 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