

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		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: 4			
Property Type	Number	Word Mark	
Serial Number:	77759467	FORTUNE	
Registration Number:	0880492	FORTUNE GLOSS	
Serial Number:	77765279	LITECOAT	
Serial Number:	77386453	NEWPAGE EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda Kastner c/o Latham & Watkins LLP		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	022411-1026		

OP \$115.00 77759467

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**TRADEMARK
 REEL: 004062 FRAME: 0871**

NAME OF SUBMITTER:	Linda R. Kastner
Signature:	/lrk/
Date:	09/16/2009
Total Attachments: 5 source=NewPage Priority TSA#page1.tif source=NewPage Priority TSA#page2.tif source=NewPage Priority TSA#page3.tif source=NewPage Priority TSA#page4.tif source=NewPage Priority TSA#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of September 11, 2009 (as amended, restated or otherwise modified, the "**Trademark Security Agreement**"), is entered into by **NEWPAGE CORPORATION**, a Delaware corporation (the "**Grantor**") and **THE BANK OF NEW YORK MELLON**, 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**") between the Grantor and 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 the 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 the 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).

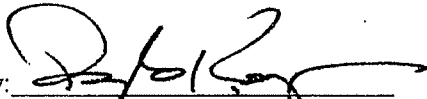
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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.

[Remainder of page intentionally left blank]

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: 

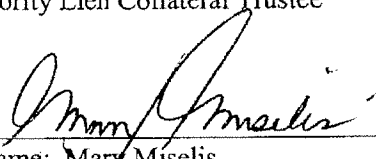
Name: Douglas K. Cooper

Title: Vice President, General Counsel
& Secretary

[Signature Page to NP Trademark Security Agreement – Priority]

Accepted and Agreed:

THE BANK OF NEW YORK MELLON,
as Priority Lien Collateral Trustee

By: 
Name: Mary Miselis
Title: Vice President

[Signature Page to NP Trademark Security Agreement – Priority]

TRADEMARK
REEL: 004062 FRAME: 0876

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

COUNTRY	DESCRIPTION	REG. NO.	APP. NO.	REG. DATE	RECORD OWNER
United States	Fortune		77/759,467		NewPage Corporation
United States	Fortune Gloss	880,492		11/11/1969	NewPage Corporation
United States	Litecoat		77/765,279		NewPage Corporation
United States	NewPage Express		77/386,453		NewPage Corporation

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