

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 Wisconsin System, Inc.		09/11/2009	CORPORATION: WISCONSIN

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: 6

Property Type	Number	Word Mark
Serial Number:	77760762	ARBOR PLUS
Registration Number:	0650099	CONSOWEB
Registration Number:	3543056	EXPEDITION
Serial Number:	77759627	SPARTANWEB
Serial Number:	77759631	SPARTANWEB PLUS
Registration Number:	3530816	VOYAGER

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 Kastner c/o Latham & Watkins LLP
 Address Line 1: 233 S. Wacker Drive
 Address Line 2: Suite 5800
 Address Line 4: Chicago, ILLINOIS 60606

TRADEMARK

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OP \$165.00 77760762

ATTORNEY DOCKET NUMBER:	022411-1026
NAME OF SUBMITTER:	Linda R. Kastner
Signature:	/lrk/
Date:	09/16/2009
Total Attachments: 5 source=NewPageWisconsinsSystem Priority TSA#page1.tif source=NewPageWisconsinsSystem Priority TSA#page2.tif source=NewPageWisconsinsSystem Priority TSA#page3.tif source=NewPageWisconsinsSystem Priority TSA#page4.tif source=NewPageWisconsinsSystem 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 WISCONSIN SYSTEM, INC.**, a Wisconsin 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).

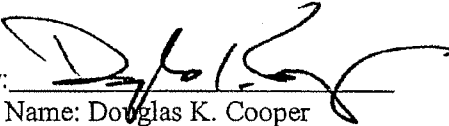
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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.

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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 WISCONSIN SYSTEM,
INC.**

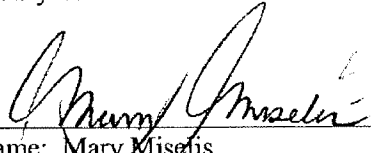
By: 
Name: Douglas K. Cooper
Title: Vice President, General Counsel
& Secretary

[Signature Page to NP Wisconsin System Trademark Security Agreement – Priority]

**TRADEMARK
REEL: 004062 FRAME: 0945**

Accepted and Agreed:

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

By: 
Name: Mary Wischis
Title: Vice President

[Signature Page to NP Wisconsin System Trademark Security Agreement – Priority]

TRADEMARK
REEL: 004062 FRAME: 0946

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

COUNTRY	DESCRIPTION	REG. NO.	APP. NO.	REG. DATE	RECORD OWNER
United States	Arbor Plus		77/760,762		NewPage Wisconsin System, Inc.
United States	Consoweb	650,099		8/13/1957	NewPage Wisconsin System, Inc.
United States	Expedition	3,543,056		12/9/2008	NewPage Wisconsin System, Inc.
United States	Spartanweb		77/759,627		NewPage Wisconsin System, Inc.
United States	Spartanweb Plus		77/759,631		NewPage Wisconsin System, Inc.
United States	Voyager	3,530,816		11/11/2008	NewPage Wisconsin System, Inc.

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