

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AbitibiBowater Inc.		12/09/2010	CORPORATION: DELAWARE
Bowater Incorporated		12/09/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Citibank, N.A.
<b>Street Address:</b>	1615 Brett Road
<b>Internal Address:</b>	Global Loans OPS III
<b>City:</b>	New Castle
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19720
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	3818899	ECOPAQUE
Serial Number:	77361880	GREENHOPPER RECYCLING
Serial Number:	77409717	HIGH YIELD PAPER
Serial Number:	77361893	RECYCLING RETRIEVER
Serial Number:	77361887	ECOCENTIVE RECYCLING
Serial Number:	77361870	EARTHCURVE RECYCLING
Serial Number:	77366541	ABITIBI BOWATER AB
Serial Number:	77364387	ABIBOW
Serial Number:	77360440	ABITIBIBOWATER
Registration Number:	3354393	BOWECO
Registration Number:	3027617	BOWOFFSET
Registration Number:	2998005	BOWMAX

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Registration Number:	2844820	COOSABSORB
Registration Number:	2832116	BOWBRITE GLOSS
Registration Number:	2104916	BOWATER
Registration Number:	1962969	
Registration Number:	0830182	
Registration Number:	0581221	
Serial Number:	78871781	BOWHYBRID BOOK
Serial Number:	78871369	BOWMATTE 84
Serial Number:	78838963	BOWHYBRID FS
Serial Number:	78457580	BOWMENTUM
Serial Number:	76277636	BOWBRITE GLOSS

**CORRESPONDENCE DATA**

Fax Number: (800)494-7512  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-370-4761  
Email: ecallahan@nationalcorp.com  
Correspondent Name: Elspeth Callahan  
Address Line 1: 1100 G St NW Suite 420  
Address Line 2: National Corporate Research  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F130697
NAME OF SUBMITTER:	Courtney J. Mitchell
Signature:	/Courtney J. Mitchell/
Date:	12/09/2010

Total Attachments: 7  
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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

TRADEMARK SECURITY AGREEMENT dated as of December 9, 2010 (the “**Trademark Security Agreement**”) by and among AbitibiBowater Inc., Bowater Incorporated and Citibank, N.A., as Collateral Agent.

WHEREAS, each of AbitibiBowater Inc., a Delaware corporation, and Bowater Incorporated, a Delaware corporation, (each herein referred to as a “**Lien Grantor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, AbitibiBowater Inc. (the “**AbitibiBowater**”), certain of its Subsidiaries party thereto, the Lenders party thereto, and Citibank, N.A., as Administrative Agent, are parties to an ABL Credit Agreement dated as of December 9, 2010 (as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of December 9, 2010 (as amended and/or supplemented from time to time, the “**Collateral Agreement**”) among AbitibiBowater, the other Guarantors party thereto and Citibank, N.A., as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), each Lien Grantor has secured certain of its obligations (the “**Secured Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of such Lien Grantor, including all right, title and interest of such Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Lien Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of such Lien Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark (as defined in the Collateral Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Lien Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the security interest granted hereunder attach to any Excluded Assets (as defined in the Collateral Agreement), and the term "Trademark Collateral" shall expressly exclude all Excluded Assets.

Each Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Collateral Agreement or the Credit Agreement, each Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by each Lien Grantor to the Grantee pursuant to the Collateral Agreement. Each Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature pages follow]

IN WITNESS WHEREOF, the each Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the day and year first above written.

**ABITIBIBOWATER INC.**

By: W. Harvey  
Name: William G. Harvey  
Title: Executive Vice President and  
Chief Financial Officer

**BOWATER INCORPORATED**

By: W. Harvey  
Name: William G. Harvey  
Title: Senior Vice President and  
Treasurer

*[Signature Page to the Trademark Security Agreement]*



**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Grantor</u>
ECOPAQUE (Registered)	3,818,899	07/13/2010	AbitibiBowater Inc.
GREENHOPPER RECYCLING (Pending)	77/361,880	12/31/2007	AbitibiBowater Inc.
HIGH YIELD PAPER (Abandoned)	77/409,717	02/29/2008	AbitibiBowater Inc.
RECYCLING RETRIEVER (Pending)	77/361,893	12/31/2007	AbitibiBowater Inc.
ECOCENTIVE RECYCLING (Pending)	77/361,887	12/31/2007	AbitibiBowater Inc.
EARTHCURVE RECYCLING (Pending)	77/361,870	12/31/2007	AbitibiBowater Inc.
ABITIBI BOWATER AB (Allowed)	77/366,541	01/08/2008	AbitibiBowater Inc.
ABIBOW (Allowed)	77/364,387	01/04/2008	AbitibiBowater Inc.
ABITIBIBOWATER (Allowed)	77/360,440	12/27/2007	AbitibiBowater Inc.
BOWECO (Registered)	3,354,393	12/11/2007	Bowater Incorporated
BOWOFFSET (Registered)	3,027,617	12/13/2005	Bowater Incorporated
BOWMAX (Registered)	2,998,005	09/20/2005	Bowater Incorporated
COOSABSORB (Registered)	2,844,820	05/25/2004	Bowater Incorporated
BOWBRITE GLOSS (Registered)	2,832,116	04/13/2004	Bowater Incorporated
BOWATER (Registered)	2,104,916	10/14/1997	Bowater Incorporated
B and Arrow Logo (Registered)	1,962,969	03/19/1996	Bowater Incorporated
B and Arrow Logo (Registered)	830,182	06/13/1967	Bowater Incorporated
B and Arrow Logo (Registered)	581,221	10/20/1953	Bowater Incorporated
BOWHYBRID BOOK (Abandoned)	78/871,781	04/28/2006	Bowater Incorporated
BOWMATTE 84 (Abandoned)	78/871,369	04/27/2006	Bowater Incorporated



BOWHYBRID FS (Abandoned)	78/838,963	03/16/2006	Bowater Incorporated
BOWMENTUM (Abandoned)	78/457,580	07/27/2004	Bowater Incorporated
BOWBRITE GLOSS (Abandoned)	76/277,636	06/28/2001	Bowater Incorporated

#### TRADEMARK LICENSES

None.