

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LONGVIEW FIBRE PAPER AND PACKAGING, INC.		05/24/2011	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., as Agent
Street Address:	20975 Swenson Drive, Suite 200
City:	Waukesha
State/Country:	WISCONSIN
Postal Code:	53186
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2288258	SUN-FIBRE
Registration Number:	2122441	TEA-KRAFT
Registration Number:	2122443	TEA-KRAFT
Registration Number:	1713634	DRUMPLEX
Registration Number:	1478660	LIQUIPLEX
Registration Number:	1388292	FIBREPLEX
Registration Number:	0541890	LONGFIBRE
Registration Number:	0541891	LONGFIBRE
Registration Number:	3895689	LONGVIEW
Registration Number:	3774472	FIBRELOK
Registration Number:	3714437	FIBRESHIELD
Registration Number:	3659619	FIBREGREEN
Registration Number:	3579829	TEA-KRAFT RIGID W/S
Registration Number:	3521090	TEA-KRAFT POROUS

TRADEMARK

Registration Number:

3521089

TEA-KRAFT RIGID

CORRESPONDENCE DATA

Fax Number: (312)863-7806

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

2759.162

NAME OF SUBMITTER:

Nancy Brougher

Signature:

/njb/

Date:

05/25/2011

Total Attachments: 5

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 24th day of May, 2011, by **LONGVIEW FIBRE PAPER AND PACKAGING, INC.**, a Washington corporation ("Grantor"), in favor of **BANK OF AMERICA, N.A.** in its capacity as Agent for the Lenders party to the Loan Agreement (defined below) ("Grantee"):

WITNESSETH

WHEREAS, Grantor and Grantee are parties to a certain Amended and Restated Loan and Security Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Trademarks. The term "Trademarks" shall mean all of Grantor's trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), including, without limitation, the trademarks, trade names, service marks, registrations and applications listed on Schedule 1 attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

3. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit

and the benefit of Lenders, and hereby reaffirms its prior grant made pursuant to the Original Trademark Security Agreement (as defined below) and the Loan Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to 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 created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

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

4. Amendment and Restatement. This Amended and Restated Trademark Security Agreement amends and restates in its entirety that certain Trademark Security Agreement dated as of December 12, 2007 by Grantor in favor of Grantee (the "Original Trademark Security Agreement"), and shall not act as a termination, release or novation of the Original Trademark Security Agreement.

5. Counterparts. The Amended and Restated Trademark Security Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of a signature page by telecopy shall be effective as delivery of a manually executed counterpart of this agreement.

6. Governing Law. This Amended and Restated Trademark Security Agreement shall be governed by the laws of the State of New York, without giving effect to any conflict of law principles (but giving effect to federal laws relating to national banks).

[Remainder of page intentionally left blank; signatures begin on following page]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**LONGVIEW FIBRE PAPER AND PACKAGING,
INC.**

By: 

Name: Heidi C. Pozzo

Title: Chief Financial Officer, Vice President-Finance,
Secretary and Treasurer

Agreed and Accepted
As of the Date First Written Above

BANK OF AMERICA, N.A.,
as Agent

By: Bryan Condit
Title: Senior Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Sun-Fibre	2288258	10/19/1999
Tea-Kraft	2122441	12/16/1997
Tea-Kraft	2122443	12/16/1997
Drumplex	1713634	09/08/1992
Liquiplex	1478660	03/01/1988
Fibreplex	1388292	04/01/1986
Longfibre	0541890	05/08/1951
Longfibre	0541891	05/08/1951
Longview	3895689	12/21/2010
Fibrelok	3774472	04/13/2010
Fibreshield	3714437	11/24/2009
Fibregreen	3659619	07/21/2009
Tea-Kraft Rigid W/S	3579829	02/24/2009
Tea-Kraft Porous	3521090	10/21/2008
Tea-Kraft Rigid	3521089	10/21/2008

TRADEMARK APPLICATIONS

None