

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
AbitibiBowater Inc., a Delaware Corporation		12/09/2010	CORPORATION:
Bowater Incorporated, a Delaware Corporation		12/09/2010	CORPORATION:
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	Corporate Trust Services		
Internal Address:	7000 Central Parkway, Suite 550		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	COMPANY: GEORGIA		
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	

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Registration Number:	2998005	BOWMAX
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: 4049626503

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (404) 885-3238

Email: robert.madayag@troutmansanders.com

Correspondent Name: Robert A. Madayag

Address Line 1: 600 Peachtree Street, NE, Suite 5200

Address Line 2: Bank of America Plaza

Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	38099.000048
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NAME OF SUBMITTER:	Candice P. Dysart
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Signature:	/Candice P. Dysart/
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Date:	04/20/2012
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Total Attachments: 6

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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., a Delaware corporation, Bowater Incorporated, a Delaware corporation (collectively, the “**Lien Grantors**”) and Wells Fargo Bank, National Association, as Collateral Agent.

WHEREAS, each Lien Grantor owns, or in the case of licenses is a party to, certain of the Trademark Collateral (as defined below);

WHEREAS, AbitibiBowater Inc. (the “**Issuer**”), the Guarantors party thereto and Wells Fargo Bank, National Association, as Trustee, are parties to an Indenture dated as of October 4, 2010 (as amended or supplemented from time to time, the “**Indenture**”); and

WHEREAS, pursuant to (i) a Security Agreement dated as of December 9, 2010 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Issuer, the other Guarantors party thereto and Wells Fargo Bank, National Association, 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**”) or guaranteed certain obligations of the Issuer and secured such guarantee (the “**Lien Grantors’ Secured Guarantee**”) 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 or such Lien Grantor’s Secured Guarantee (as the case may be), 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 Security Agreement) owned by such 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 Security Agreement) to which such 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 such 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 such Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of such 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 Security 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 Security Agreement, the Indenture or any Permitted Additional Pari Passu Lien 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 Security 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 Security 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 undersigned Lien Grantors have caused this Trademark Security Agreement to be duly executed by officers thereunto duly authorized as of the day and year first above written.

ABITIBIBOWATER INC.

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

BOWATER INCORPORATED

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

ABITIBI CONSOLIDATED SALES
CORPORATION

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

Acknowledged:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004761 FRAME: 0951

IN WITNESS WHEREOF, the undersigned Lien Grantors have caused this Trademark Security Agreement to be duly executed by officers thereunto duly authorized as of the day and year first above written.

ABITIBIBOWATER INC.

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

BOWATER INCORPORATED

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

ABITIBI CONSOLIDATED SALES
CORPORATION

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

Acknowledged:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: Stefan Victory
Name: STEFAN VICTORY
Title: VICE PRESIDENT

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004761 FRAME: 0952

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.