

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

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

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VERSO PAPER LLC		05/04/2012	LIMITED LIABILITY COMPANY: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CITIBANK, N.A.
<b>Street Address:</b>	390 GREENWICH STREET
<b>Internal Address:</b>	1st FLOOR
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10013
<b>Entity Type:</b>	National Association: SOUTH DAKOTA

<b>PROPERTY NUMBERS Total: 16</b>		
Property Type	Number	Word Mark
Registration Number:	2703228	ADVOCATE
Serial Number:	85470392	EZ-CONTROL
Serial Number:	85470407	EZ-PRINTER
Registration Number:	3030600	EZ-SUITE
Serial Number:	85470414	EZ-SUPPLIER
Registration Number:	1542526	INFLUENCE
Registration Number:	2331367	INFLUENCE SOFT-GLOSS
Registration Number:	3051555	LIBERTY
Serial Number:	85470382	NEXTIER
Serial Number:	85473707	NXTR
Serial Number:	85473710	NEXTIER SOLUTIONS
Registration Number:	1232416	QUINNESEC
Registration Number:	2698738	TRILOGY

OP \$415.00 2703228

Registration Number:	2576468	VELOCITY
Registration Number:	3446920	VERSO
Registration Number:	3428676	VERSO PAPER

**CORRESPONDENCE DATA**

Fax Number: 8004947512  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 2023704761  
 Email: tfahey@nationalcorp.com  
 Correspondent Name: Thomas Fahey  
 Address Line 1: 1100 G Street NW, Suite 420  
 Address Line 2: National Corporate Research, Ltd.  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F139113
NAME OF SUBMITTER:	Megan M. Teixeira
Signature:	/Megan M. Teixeira/
Date:	05/04/2012

Total Attachments: 5  
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**Trademark Collateral Agreement**

**Trademark Collateral Agreement** (this "Agreement"), dated as of May 4, 2012, by the Pledgors listed on the signature pages hereof (each, a "Pledgor"), in favor of CITIBANK, N.A., in its capacity as administrative agent (in such capacity, the "Administrative Agent").

**W I T N E S S E T H:**

WHEREAS, each Pledgor is party to a Guarantee and Collateral Agreement dated and effective as of May 4, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "ABL Collateral Agreement") in favor of the Administrative Agent pursuant to which each Pledgor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the benefit of the Secured Parties, each Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the ABL Collateral Agreement and used herein have the meaning given to them in the ABL Collateral Agreement.

SECTION 2. Grant of Security Interest in Collateral. Each Pledgor hereby assigns and pledges to the Administrative Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and assigns, a security interest in all right, title and interest in or to any and all of the following Article 9 Collateral, now existing or hereafter acquired, of such Pledgor (the "Trademark Collateral"):

- (a) Trademarks of such Pledgor, including those listed on Schedule I attached hereto, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (excluding any "intent-to-use" application for trademark or service mark registration listed therein and filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d), respectively, of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act);

- (b) all goodwill associated with or symbolized by the foregoing;
- (c) all claims for, and rights to sue for, past or future infringements of the foregoing; and
- (d) all proceeds, including all income, royalties, damages and payments now or hereafter due and payable, Supporting Obligations and products of any and all of the foregoing.

SECTION 3. Recordation. Each Pledgor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 4. Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the ABL Collateral Agreement, and each Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the ABL Collateral 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 Agreement is deemed to conflict with the ABL Collateral Agreement, the provisions of the ABL Collateral Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 5. Termination. Upon the termination of the ABL Collateral Agreement pursuant to Section 7.15 of the ABL Collateral Agreement, the Administrative Agent shall deliver to each Pledgor an instrument in writing in recordable form releasing the security interest in the Trademarks under this Agreement.

SECTION 6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract.

SECTION 7. Governing Law. This Agreement and the rights and obligations of the Parties under this Agreement shall be construed in accordance with and governed by the laws of the State of New York.

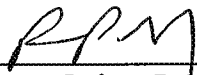
SECTION 8. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the security interests granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, in each case, with respect to the Trademark Collateral are subject to the limitations and provisions of the Senior Lien Intercreditor Agreement, the Junior Lien Intercreditor Agreement and any other successor or future intercreditor agreements to which the Collateral Agent becomes party.

[signature page follows]

IN WITNESS WHEREOF, each of the undersigned Pledgors has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**Pledgors:**

VERSO PAPER LLC

By:   
Name: Robert P. Mundy  
Title: Senior Vice President and Chief Financial Officer

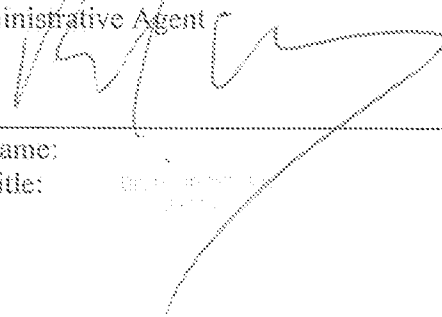
[Signature Page to ABL Trademark Collateral Agreement]

**TRADEMARK**  
**REEL: 004773 FRAME: 0516**

Accepted and Agreed:

CITIBANK, N.A.,  
as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



[Signature Page to ABL Trademark Collateral Agreement]

**SCHEDULE I**  
**to**  
**TRADEMARK COLLATERAL AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Trademarks:

1. Advocate, US Registration No. 2703228, registered on April 1, 2003 (class 16)
2. EZ-Control, US Application No. 85-470392, filed on November 11, 2011
3. EZ-Printer, US Application No. 85-470407, filed on November 11, 2011
4. EZ-Suite, US Registration No. 3030600, registered on December 13, 2005 (class 35)
5. EZ-Supplier, US Application No. 85-470414, filed on November 11, 2011
6. Influence, US Registration No. 1542526, registered on June 6, 1989 (class 16)
7. Influence Soft-Gloss, US Registration No. 2331367, registered on March 21, 2000 (class 16)
8. Liberty, US Registration No. 3051555, registered on January 24, 2006
9. Nextier, US Application No. 85-470382, filed on November 11, 2011
10. Nextier (stylized and/or with design), US Application No. 85-473707, filed on November 16, 2011
11. Nextier Solutions, US Application No. 85-473710, filed on November 16, 2011
12. Quinnesec, US Registration No. 1232416, registered on March 29, 1983
13. Trilogy, US Registration No. 2698738, registered on March 18, 2003 (class 16)
14. Velocity, US Registration No. 2576468, registered on June 4, 2002 (class 16)
15. Verso, US Registration No. 3446920, registered on June 10, 2008
16. Verso Paper, US Registration No. 3428676, registered on May 13, 2008