

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABITIBIBOWATER INC.		05/10/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A., as Collateral Agent		
Street Address:	1615 Brett Road		
Internal Address:	Global Loan OPS III		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	Bank: SOUTH DAKOTA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	85443437	R	
Serial Number:	85410025	ECOREWARDS RECYCLING	
Serial Number:	85443418	RESOLUTE	
Serial Number:	85443405	R RESOLUTE FOREST PRODUCTS	
Serial Number:	85443389	RESOLUTE FOREST PRODUCTS	
Serial Number:	85444022	RESOLUTE FOREST PRODUCTS	
Serial Number:	85386657	ALIGN	
Serial Number:	85386735		
Serial Number:	85386700	NOW YOU'RE THINKING	
Serial Number:	85376645	ALIGN NOW YOU'RE THINKING.	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$265.00 85443437

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:	F139209
NAME OF SUBMITTER:	Courtney J. Mitchell
Signature:	/Courtney J. Mitchell/
Date:	05/10/2012

Total Attachments: 5
source=Trademark.Security.Agreement.May.10.2012.to.file#page2.tif
source=Trademark.Security.Agreement.May.10.2012.to.file#page3.tif
source=Trademark.Security.Agreement.May.10.2012.to.file#page4.tif
source=Trademark.Security.Agreement.May.10.2012.to.file#page5.tif
source=Trademark.Security.Agreement.May.10.2012.to.file#page6.tif

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

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

TRADEMARK SECURITY AGREEMENT dated as of May 10, 2012 (the "**Trademark Security Agreement**") by and among AbitibiBowater Inc. ("**AbitibiBowater**") and Citibank, N.A., as Collateral Agent.

WHEREAS, AbitibiBowater, a Delaware corporation (herein referred to as the "**Lien Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, 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), the 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 the Lien Grantor, including all right, title and interest of the 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, the Lien Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the 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.

The 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 the 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 the 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, the 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 the Lien Grantor to the Grantee pursuant to the Collateral Agreement. The 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 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:


Name: Jo-Ann Longworth
Title: Senior Vice President & CFO

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004776 FRAME: 0906

Acknowledged:

CITIBANK, N.A.,
as Collateral Agent

By: 

Name: THOMAS M. HALSCH
Title: VICE PRESIDENT

[Signature Page to Trademark Security Agreement]

**Schedule 1
to Trademark
Security Agreement**

ABITIBIBOWATER INC.

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Description	Registration/Application Number	Registration/Application Date
R	85443437	10/10/2011
ECOREWARDS RECYCLING	85410025	08/29/2011
RESOLUTE	85443418	10/10/2011
R RESOLUTE FOREST PRODUCTS (Logo)	85443405	10/10/2011
RESOLUTE FOREST PRODUCTS (Mark)	85443389	10/10/2011
RESOLUTE FOREST PRODUCTS	85444022	10/11/2011
ALIGN	85386657	08/2/2011
Design mark only.	85386735	08/2/2011
NOW YOU'RE THINKING	85386700	08/2/2011
ALIGN NOW YOU'RE THINKING.	85376645	07/20/2011