

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
|---------------------|----------|----------------|-----------------------|
| NewPage Corporation | | 12/21/2012 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|--|
| Name: | Barclays Bank PLC, as Collateral Agent |
| Street Address: | 745 7th Avenue |
| Internal Address: | 27th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10019 |
| Entity Type: | Public Limited Company: UNITED KINGDOM |

PROPERTY NUMBERS Total: 45

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------|
| Registration Number: | 2566268 | ANTHEM |
| Registration Number: | 1273482 | CHOCTAW |
| Registration Number: | 786821 | DEPENDOWEB |
| Registration Number: | 3980430 | ED |
| Registration Number: | 3980431 | ED NEWPAGE & EDUCATION |
| Registration Number: | 3202909 | EDUCATION MATTE |
| Registration Number: | 3033497 | ESCANABA |
| Registration Number: | 2775361 | EXSAMPLES |
| Registration Number: | 2583333 | FOCUS |
| Registration Number: | 3739503 | FORTUNE |
| Registration Number: | 3230671 | IDEAL |
| Registration Number: | 3346217 | IDEAL |
| Registration Number: | 1301645 | INSPIRATION |

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| | | |
|----------------------|----------|-----------------------|
| Registration Number: | 3800054 | JUPITER |
| Registration Number: | 4071393 | |
| Registration Number: | 3354312 | NEW ERA |
| Registration Number: | 3113100 | NEWPAGE |
| Registration Number: | 3415644 | NEWPAGE |
| Registration Number: | 3209662 | NEWPAGE |
| Registration Number: | 3415649 | NEWPAGE |
| Registration Number: | 3353375 | |
| Registration Number: | 3353374 | |
| Registration Number: | 2311889 | PAPER KNOWLEDGE |
| Registration Number: | 2306256 | PAPER KNOWLEDGE |
| Registration Number: | 2309382 | PAPER KNOWLEDGE |
| Registration Number: | 3269042 | PAPERODOLOGY |
| Registration Number: | 3230521 | PAPERODOLOGY |
| Registration Number: | 3313479 | PINNACLE PRIME |
| Registration Number: | 1062938 | PRESSDATE |
| Registration Number: | 1248949 | PUBLISHERS MATTE |
| Registration Number: | 1598567 | PUBLISHERS THINBULK |
| Registration Number: | 3551623 | SATURN |
| Registration Number: | 1046345 | STERLING |
| Registration Number: | 1691499 | TECH NOTES |
| Registration Number: | 3231966 | THE RESPONSE PROJECT |
| Registration Number: | 3346018 | THE STERLING RESPONSE |
| Registration Number: | 1775465 | TLC |
| Registration Number: | 4094582 | TRUEJET |
| Registration Number: | 3982614 | UNISIL |
| Registration Number: | 1080335 | VELVO |
| Registration Number: | 1982992 | VISION |
| Registration Number: | 4006966 | YOUR NEWPAGE |
| Serial Number: | 85511405 | CODENEWPAGE |
| Serial Number: | 85754159 | CODENEWPAGE |
| Serial Number: | 85269481 | REVOLUTION XSC |

CORRESPONDENCE DATA

Fax Number: 3129939767

TRADEMARK
REEL: 004928 FRAME: 0253

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

Phone: 312/876-7628
Email: linda.kastner@lw.com
Correspondent Name: Linda R. Kastner, c/o Latham & Watkins
Address Line 1: 233 S. Wacker Drive
Address Line 2: Suite 5800
Address Line 4: Chicago, ILLINOIS 60606

| | |
|--------------------|---------------|
| NAME OF SUBMITTER: | Linda Kastner |
| Signature: | /lk/ |
| Date: | 12/22/2012 |

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 21, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Barclays Bank PLC, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Pledge and Security Agreement dated as of December 21, 2012 (the “**Pledge and Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security 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 Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).


SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


[Remainder of page intentionally left blank]

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

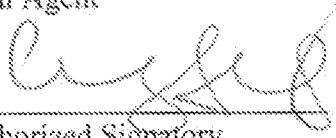
NEWPAGE CORPORATION

By: 
Name: Jay A. Epstein
Title: Senior Vice President, Chief Financial Officer and Assistant Secretary

NEWPAGE WISCONSIN SYSTEM INC.

By: 
Name: Jay A. Epstein
Title: Vice President, Chief Financial Officer and Assistant Secretary

Accepted and Agreed:
BARCLAYS BANK PLC,
as Collateral Agent

By: 
Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

| Country | Description | Reg. No. | App. No. | Reg. Date | Record Owner |
|----------------|-----------------------|-----------------|-----------------|------------------|-------------------------------|
| UNITED STATES | ANTHEM | 2,566,268 | 78/028,803 | 04/30/2002 | NEWPAGE CORPORATION |
| UNITED STATES | ARBOR | 3,683,488 | 77/003,628 | 09/15/2009 | NEWPAGE WISCONSIN SYSTEM INC. |
| UNITED STATES | ARBOR PLUS | 3,776,221 | 77/760,762 | 04/13/2010 | NEWPAGE WISCONSIN SYSTEM INC. |
| UNITED STATES | ARBORWEB | 3,382,440 | 77/003,622 | 02/12/2008 | NEWPAGE WISCONSIN SYSTEM INC. |
| UNITED STATES | ARBORWEB PLUS | 3,382,439 | 77/003,613 | 02/12/2008 | NEWPAGE WISCONSIN SYSTEM INC. |
| UNITED STATES | BLAZER DIGITAL | 3,548,322 | 78/863,161 | 12/16/2008 | NEWPAGE WISCONSIN SYSTEM INC. |
| UNITED STATES | CAPRI | 1,392,310 | 73/523,528 | 05/06/1986 | NEWPAGE WISCONSIN SYSTEM INC. |
| UNITED STATES | CENTURA | 820,771 | 72/236,240 | 12/20/1966 | NEWPAGE WISCONSIN SYSTEM INC. |
| UNITED STATES | CHOCTAW | 1,273,482 | 73/415,342 | 04/10/1984 | NEWPAGE CORPORATION |
| UNITED STATES | CODENEWPAGE | - | 85/511,405 | - | NEWPAGE CORPORATION |
| UNITED STATES | CODENEWPAGE | - | 85/754,159 | - | NEWPAGE CORPORATION |
| UNITED STATES | CONSOLIDATED & Design | 822,881 | 72/238,498 | 01/24/1967 | NEWPAGE WISCONSIN SYSTEM INC. |
| UNITED STATES | CONSOWEB | 650,099 | 72/019,102 | 08/13/1957 | NEWPAGE WISCONSIN SYSTEM INC. |
| UNITED STATES | DEPENDOWEB | 786,821 | 72/177,653 | 03/16/1965 | NEWPAGE CORPORATION |
| UNITED STATES | ED | 3,980,430 | 85/021,509 | 06/21/2011 | NEWPAGE CORPORATION |
| UNITED STATES | ED & Design | 2,777,443 | 76/408,736 | 10/28/2003 | NEWPAGE WISCONSIN SYSTEM INC. |

| Country | Description | Reg. No. | App. No. | Reg. Date | Record Owner |
|---------------|---------------------------------|-----------|------------|------------|-------------------------------|
| UNITED STATES | ED NEWPAGE & EDUCATION & Design | 3,980,431 | 85/021,516 | 06/21/2011 | NEWPAGE CORPORATION |
| UNITED STATES | EDUCATION MATTE | 3,202,909 | 78/668,666 | 01/23/2007 | NEWPAGE CORPORATION |
| UNITED STATES | ESCANABA | 3,033,497 | 76/571,936 | 12/27/2005 | NEWPAGE CORPORATION |
| UNITED STATES | EXCELLENCE | 1,354,753 | 73/488,121 | 08/13/1985 | NEWPAGE WISCONSIN SYSTEM INC. |
| UNITED STATES | EXPEDITION | 3,543,056 | 77/443,906 | 12/09/2008 | NEWPAGE WISCONSIN SYSTEM INC. |
| UNITED STATES | EXSAMPLES (Stylized) | 2,775,361 | 76/478,529 | 10/21/2003 | NEWPAGE CORPORATION |
| UNITED STATES | FOCUS | 2,583,333 | 76/030,924 | 06/18/2002 | NEWPAGE CORPORATION |
| UNITED STATES | FORTUNE | 3,739,503 | 77/759,467 | 01/19/2010 | NEWPAGE CORPORATION |
| UNITED STATES | FUTURA | 1,706,723 | 74/211,322 | 08/11/1992 | NEWPAGE WISCONSIN SYSTEM INC. |
| UNITED STATES | FUTURA | - | 85/646,667 | - | NEWPAGE WISCONSIN SYSTEM INC. |
| UNITED STATES | GUSTO | 2,629,455 | 78/069,483 | 10/01/2002 | NEWPAGE WISCONSIN SYSTEM INC. |
| UNITED STATES | IDEAL | 3,230,671 | 78/479,247 | 04/17/2007 | NEWPAGE CORPORATION |
| UNITED STATES | IDEAL | 3,346,217 | 78/917,784 | 11/27/2007 | NEWPAGE CORPORATION |
| UNITED STATES | INSPIRATION | 1,301,645 | 73/456,967 | 10/23/1984 | NEWPAGE CORPORATION |
| UNITED STATES | JUPITER | 3,800,054 | 77/406,395 | 06/08/2010 | NEWPAGE CORPORATION |
| UNITED STATES | LEVERAGING LACEY LOGO | 4,071,393 | 85/044,688 | 12/13/2011 | NEWPAGE CORPORATION |
| UNITED STATES | MODERN GLOSS | 569,844 | 71/547,617 | 02/03/1953 | NEWPAGE WISCONSIN SYSTEM INC. |
| UNITED STATES | NEW ERA | 3,354,312 | 78/911,169 | 12/11/2007 | NEWPAGE CORPORATION |
| UNITED STATES | NEWPAGE | 3,113,100 | 78/570,780 | 07/04/2006 | NEWPAGE CORPORATION |
| UNITED STATES | NEWPAGE | 3,415,644 | 78/570,462 | 04/22/2008 | NEWPAGE CORPORATION |
| UNITED STATES | NEWPAGE & DESIGN | 3,209,662 | 78/578,722 | 02/13/2007 | NEWPAGE CORPORATION |

| Country | Description | Reg. No. | App. No. | Reg. Date | Record Owner |
|---------------|----------------------------|-----------|------------|------------|-------------------------------|
| UNITED STATES | NEWPAGE & DESIGN | 3,415,649 | 78/578,738 | 04/22/2008 | NEWPAGE CORPORATION |
| UNITED STATES | NOVA | 820,769 | 72/236,237 | 12/20/1966 | NEWPAGE WISCONSIN SYSTEM INC. |
| UNITED STATES | ORION | 1,692,964 | 74/117,760 | 06/09/1992 | NEWPAGE WISCONSIN SYSTEM INC. |
| UNITED STATES | PAGE DESIGN | 3,353,375 | 78/578,700 | 12/11/2007 | NEWPAGE CORPORATION |
| UNITED STATES | PAGE DESIGN | 3,353,374 | 78/578,662 | 12/11/2007 | NEWPAGE CORPORATION |
| UNITED STATES | PAPER KNOWLEDGE | 2,311,889 | 75/643,626 | 01/25/2000 | NEWPAGE CORPORATION |
| UNITED STATES | PAPER KNOWLEDGE | 2,306,256 | 75/643,549 | 01/04/2000 | NEWPAGE CORPORATION |
| UNITED STATES | PAPER KNOWLEDGE AND DESIGN | 2,309,382 | 75/650,879 | 01/18/2000 | NEWPAGE CORPORATION |
| UNITED STATES | PAPEROLGY | 3,269,042 | 78/372,960 | 07/24/2007 | NEWPAGE CORPORATION |
| UNITED STATES | PAPEROLGY | 3,230,521 | 78/372,966 | 04/17/2007 | NEWPAGE CORPORATION |
| UNITED STATES | PINNACLE PRIME | 3,313,479 | 78/472,233 | 10/16/2007 | NEWPAGE CORPORATION |
| UNITED STATES | POINT | 1,268,601 | 73/340,313 | 02/28/1984 | NEWPAGE WISCONSIN SYSTEM INC. |
| UNITED STATES | PRESSDATE | 1,062,938 | 73/078,731 | 04/05/1977 | NEWPAGE CORPORATION |
| UNITED STATES | PRODUCTOLITH | 579,130 | 71/636,841 | 08/25/1953 | NEWPAGE WISCONSIN SYSTEM INC. |
| UNITED STATES | PRODUCTOLITH PTS. DIGITAL | 3,597,172 | 77/260,503 | 03/31/2009 | NEWPAGE WISCONSIN SYSTEM INC. |
| UNITED STATES | PUBLISHERS MATTE | 1,248,949 | 73/384,257 | 08/23/1983 | NEWPAGE CORPORATION |
| UNITED STATES | PUBLISHERS THINBULK | 1,598,567 | 73/833,223 | 05/29/1990 | NEWPAGE CORPORATION |
| UNITED STATES | REVOLUTION XSC | - | 85/269,481 | - | NEWPAGE CORPORATION |
| UNITED STATES | SATURN | 3,551,623 | 77/406,393 | 12/23/2008 | NEWPAGE CORPORATION |
| UNITED STATES | SPARTANWEB | 3,820,472 | 77/759,627 | 07/20/2010 | NEWPAGE WISCONSIN SYSTEM INC. |
| UNITED STATES | SPARTANWEB PLUS | 3,820,473 | 77/759,631 | 07/20/2010 | NEWPAGE WISCONSIN SYSTEM INC. |

| Country | Description | Reg. No. | App. No. | Reg. Date | Record Owner |
|---------------|-----------------------|-----------|------------|------------|-------------------------------|
| UNITED STATES | SPYDER WEB | 951,977 | 72/401,500 | 01/30/1973 | NEWPAGE WISCONSIN SYSTEM INC. |
| UNITED STATES | STERLING | 1,046,345 | 73/072,117 | 08/17/1976 | NEWPAGE CORPORATION |
| UNITED STATES | SUPERIOR GLOSS | 1,611,731 | 73/741,810 | 08/28/1990 | NEWPAGE WISCONSIN SYSTEM INC. |
| UNITED STATES | SUPERIOR HQ | 2,014,920 | 74/660,676 | 11/12/1996 | NEWPAGE WISCONSIN SYSTEM INC. |
| UNITED STATES | TECH NOTES | 1,691,499 | 74/169,915 | 06/09/1992 | NEWPAGE CORPORATION |
| UNITED STATES | TELEMERCHANT | 1,877,924 | 74/488,256 | 02/07/1995 | NEWPAGE WISCONSIN SYSTEM INC. |
| UNITED STATES | THE RESPONSE PROJECT | 3,231,966 | 78/871,045 | 04/17/2007 | NEWPAGE CORPORATION |
| UNITED STATES | THE STERLING RESPONSE | 3,346,018 | 78/871,036 | 11/27/2007 | NEWPAGE CORPORATION |
| UNITED STATES | TLC | 1,775,465 | 74/239,519 | 06/08/1993 | NEWPAGE CORPORATION |
| UNITED STATES | TRUEJET | 4,094,582 | 85/197,626 | 01/31/2012 | NEWPAGE CORPORATION |
| UNITED STATES | ULTRAWEB | 1,550,925 | 73/741,809 | 08/08/1989 | NEWPAGE WISCONSIN SYSTEM INC. |
| UNITED STATES | UNISIL | 3,982,614 | 85/051,591 | 06/21/2011 | NEWPAGE CORPORATION |
| UNITED STATES | UNI-THERM | 2,583,466 | 76/087,894 | 06/18/2002 | NEWPAGE WISCONSIN SYSTEM INC. |
| UNITED STATES | VELVO | 1,080,335 | 73/121,375 | 12/27/1977 | NEWPAGE CORPORATION |
| UNITED STATES | VISION | 1,982,992 | 74/552,640 | 06/25/1996 | NEWPAGE CORPORATION |
| UNITED STATES | VOYAGER | 3,530,816 | 77/443,910 | 11/11/2008 | NEWPAGE WISCONSIN SYSTEM INC. |
| UNITED STATES | YOUR NEWPAGE | 4,006,966 | 77/919,306 | 08/02/2011 | NEWPAGE CORPORATION |