

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
Resolute Forest Products Inc.	FORMERLY AbitibiBowater Inc.	12/31/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A.		
Street Address:	7000 Central Parkway NE, Suite 550		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	National Association: UNITED STATES		
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:	85376645	ALIGN NOW YOU'RE THINKING.	
Serial Number:	85386700	NOW YOU'RE THINKING	
CORRESPONDENCE DATA			
Fax Number:	4049626596		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			

OP \$265.00 85443437

Phone: 4048853678
Email: trademarks@troutmansanders.com,
sofia.jeong@troutmansanders.com
Correspondent Name: Sofia Jeong
Address Line 1: 600 Peachtree Street NE, Suite 5200
Address Line 4: Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	038099.000049
NAME OF SUBMITTER:	Sofia Jeong
Signature:	/SJ/
Date:	01/07/2013

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 31, 2012 (the "**Trademark Security Agreement**") by and among Resolute Forest Products Inc. (f/k/a AbitibiBowater Inc.), a Delaware Corporation ("**Resolute**"), Fibrek Recycling U.S. Inc., a Delaware corporation ("**Fibrek Recycling**" and, together with Resolute, the "**Lien Grantors**"), and Wells Fargo Bank, National Association, as Collateral Agent.

WHEREAS, the Lien Grantors own, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Resolute (the "**Issuer**"), the Guarantors party thereto and Wells Fargo Bank, National Association, as Trustee, are parties to an Amended and Restated Indenture dated as of May 12, 2011 (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), Resolute has secured certain of its obligations and Fibrek Recycling has guaranteed certain obligations of the Issuer and secured such guarantee (collectively, the "**Secured Obligations**"), in each case by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of each 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, 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, each 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.

RESOLUTE FOREST PRODUCTS INC.

By: 
Name: Jo-Ann Longworth
Title: Senior Vice President and Chief
Financial Officer

FIBREK RECYCLING U.S. INC.

By: 
Name: Jo-Ann Longworth
Title: Vice President and Chief Financial
Officer

Acknowledged:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each 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.

RESOLUTE FOREST PRODUCTS INC.

By: _____
Name: Jo-Ann Longworth
Title: Senior Vice President and Chief
Financial Officer

FIBREK RECYCLING U.S. INC.

By: _____
Name: Jo-Ann Longworth
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

RESOLUTE FOREST PRODUCTS INC.

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

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

FIBREK RECYCLING U.S. INC.

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE	RECORD OWNER
MOUNTAIN PULP	4,193,277	August 21, 2012	FibreK Recycling U.S. Inc.
MOUNTAIN Design	4,079,757	January 3, 2012	FibreK Recycling U.S. Inc.

U.S. TRADEMARK APPLICATIONS

TRADEMARK	APP. NO.	FILING DATE	RECORD OWNER
LIGHTHOUSE Design	85/446,633	October 13, 2011	FibreK Recycling U.S. Inc.
SFK-90	85/440,206	October 5, 2011	FibreK Recycling U.S. Inc.
LIGHTHOUSE	85/446,500	October 13, 2011	FibreK Recycling U.S. Inc.