

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
Fibrex Recycling U.S. Inc.		12/31/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Citibank N.A., AS COLLATERAL AGENT
Street Address:	1615 Brett Road
City:	New Castle
State/Country:	DELAWARE
Postal Code:	19720
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	4193277	MOUNTAIN PULP
Registration Number:	4079757	
Serial Number:	85446633	
Serial Number:	85440206	SFK-90
Serial Number:	85446500	LIGHTHOUSE

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

ATTORNEY DOCKET NUMBER:	38099.49
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OP \$140.00 4193277

NAME OF SUBMITTER:	Sofia Jeong
Signature:	/sj/
Date:	01/08/2013
Total Attachments: 5 source=Trademark Security Agreement (FibreK Recycling)#page1.tif source=Trademark Security Agreement (FibreK Recycling)#page2.tif source=Trademark Security Agreement (FibreK Recycling)#page3.tif source=Trademark Security Agreement (FibreK Recycling)#page4.tif source=Trademark Security Agreement (FibreK Recycling)#page5.tif	

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 Fibrek Recycling Inc., a Delaware corporation (the “**Lien Grantor**”), and Citibank, N.A., as Collateral Agent.

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

WHEREAS, Resolute Forest Products Inc. (“**Resolute**”) (f/k/a AbitibiBowater Inc.), 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 Resolute, 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.

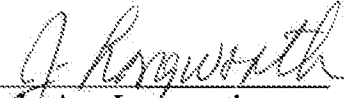
Except to the extent expressly permitted in the Collateral Agreement or the Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

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.

FIBREK RECYCLING U.S. INC.

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

Acknowledged:

CITIBANK, N.A.,
as Collateral Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

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.

FIBREK RECYCLING U.S. INC.

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

Acknowledged:

CITIBANK, N.A.,
as Collateral Agent

By: 
Name: MICHAEL SMOLOW
Title: Vice President

[Signature Page to Trademark Security Agreement]

**Schedule 1
to Trademark
Security Agreement**

FIBREK RECYCLING INC.

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>RECORD OWNER</u>
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

<u>TRADEMARK</u>	<u>APP. NO.</u>	<u>FILING DATE</u>	<u>RECORD OWNER</u>
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.