

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298625

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIBANK, N.A.		02/25/2014	COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	RESOLUTE FP US INC.		
Street Address:	111 DUKE STREET		
Internal Address:	SUITE 5000		
City:	MONTREAL		
State/Country:	CANADA		
Postal Code:	H3C 2M1		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3354393	BOWECO	
Registration Number:	3027617	BOWOFFSET	
Registration Number:	2998005	BOWMAX	
Registration Number:	2844820	COOSABSORB	
Registration Number:	2832116	BOWBRITE GLOSS	
Registration Number:	2104916	BOWATER	
Registration Number:	1962969		
Registration Number:	0830182		
Registration Number:	0581221		
Serial Number:	78871781	BOWHYBRID BOOK	
Serial Number:	78871369	BOWMATTE 84	
Serial Number:	78838963	BOWHYBRID FS	
Serial Number:	78457580	BOWMENTUM	
Serial Number:	76277636	BOWBRITE GLOSS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-759-1937		
TRADEMARK			

CH \$365.00 3354393

Email: scott.barnett@troutmansanders.com
Correspondent Name: Scott D. Barnett
Address Line 1: 55 W. Monroe St.
Address Line 2: Suite 3000
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 038099.000037

NAME OF SUBMITTER: Scott D. Barnett

SIGNATURE: /Scott D. Barnett/

DATE SIGNED: 03/19/2014

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Release") is made as of February 25, 2014, by CITIBANK, N.A., in its capacity as Collateral Agent under the Security Agreement referenced below (in such capacity, "Agent"), in favor of Resolute Forest Products Inc. and each of the other Grantors (as defined below).

WHEREAS, pursuant to that certain Copyright Security Agreement, dated as of December 9, 2010 (as amended, supplemented or otherwise modified from time to time, the "Copyright Security Agreement") and recorded with the U.S. Copyright Office, Abitibi Consolidated Sales LLC (f/k/a Abitibi Consolidated Sales Corporation) ("ACS") granted to the Agent a continuing security interest in and lien upon certain Copyright Collateral (as defined therein) including, without limitation, the Copyrights listed on Schedule A hereto (the "Copyrights");

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of December 9, 2010 (as amended, supplemented or otherwise modified from time to time, the "2010 Trademark Security Agreement") and recorded with the U.S. Patent and Trademark Office on Reel/Frame No. 04428/0497, each of Resolute Forest Products Inc. (f/k/a AbitibiBowater Inc.) ("RFP") and Resolute FP US Inc. (f/k/a Bowater Incorporated) ("RFP US") granted to the Agent a continuing security interest in and lien upon certain Trademark Collateral (as defined therein) including, without limitation, certain of the Trademarks and Trademark Applications listed next to its name on Schedule B hereto (the "2010 Trademarks");

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of May 10, 2012 (as amended, supplemented or otherwise modified from time to time, the "RFP Trademark Security Agreement") and recorded with the U.S. Patent and Trademark Office on Reel/Frame No. 4776/0902, RFP granted to the Agent a continuing security interest in and lien upon certain Trademark Collateral (as defined therein) including, without limitation, certain of the Trademarks and Trademark Applications listed next to its name on Schedule B hereto (the "RFP Trademarks");

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of December 31, 2012 (as amended, supplemented or otherwise modified from time to time, the "FibreK Recycling Trademark Security Agreement" and, together with the 2010 Trademark Security Agreement and the RFP Trademark Security Agreement, the "Trademark Security Agreements") and recorded with the U.S. Patent and Trademark Office on Reel/Frame No. 4938/0414, Fibrek Recycling U.S. Inc. ("FibreK Recycling" and, together with ACS, RFP, and RFP US, the "Grantors") granted to the Agent a continuing security interest in and lien upon certain Trademark Collateral (as defined therein) including, without limitation, the Trademarks and Trademark Applications listed next to its name on Schedule B (the "FibreK Recycling Trademarks" and, together with the 2010 Trademarks and the RFP Trademarks, the "Trademarks");

WHEREAS, pursuant to that certain Patent Security Agreement, dated as of December 9, 2010 (as amended, supplemented or otherwise modified from time to time, the "Patent Security Agreement") and recorded with the U.S. Patent and Trademark Office on Reel/Frame No. 025453/0693, each of RFP US and ACS granted to the Agent a continuing security interest in and lien upon certain Patent Collateral (as defined therein) including, without limitation, the Patents and Patent Applications listed next to its name on Schedule C (the "Patents" and, together with the Copyrights and Trademarks, the "IP Assets"); and

WHEREAS, each Grantor has requested that the Agent execute and deliver this release for recordation with the U.S. Patent and Trademark Office and the U.S. Copyright Office to release any lien on the IP Assets in favor of the Agent;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent hereby agrees as follows:

1. Release of Security Interest. The Agent hereby terminates and releases its security interests in and liens upon each of the IP Assets, and the Agent hereby assigns and transfers to the applicable Grantor, without any representation, warranty or recourse whatsoever, the Agent's entire right, title and interest in and to the IP Assets, effective as of the date set forth above, except for any license granted to Agent under that certain Amended and Restated Guarantee and Collateral Agreement dated as of February 25, 2014 (as amended, amended and restated or modified prior to the date hereof, the "Guarantee and Collateral Agreement") to use any Trademark in connection with the exercise of Agent's rights and remedies with respect to any Collateral (as defined in the Guarantee and Collateral Agreement), which license shall remain in effect.

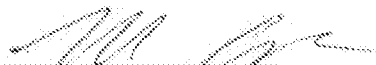
2. Recordation. The Agent authorizes and requests that the Commissioner for Trademarks, the Commissioner for Patents, and any other applicable government officer record this Release.

3. Further Instruments. At the applicable Grantor's expense, Agent hereby agrees to execute such further instruments and documents and perform such further acts as each Grantor may reasonably deem necessary to convey to Grantor the rights herein conveyed.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed this Release of Security Interest in Intellectual Property as of the day and year first above written.

CITIBANK, N.A.
as Collateral Agent

By: 
Name: K. Kelly Guinness
Title: Vice President

[Signature page to Release of Security Interest in Intellectual Property]

TRADEMARK
REEL: 005240 FRAME: 0196

EXHIBIT B**TRADEMARKS**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Grantor</u>
ECOPAQUE (Registered)	3,818,899	07/13/2010	RFP
GREENHOPPER RECYCLING (Pending)	77/361,880	12/31/2007	RFP
HIGH YIELD PAPER (Abandoned)	77/409,717	02/29/2008	RFP
RECYCLING RETRIEVER (Pending)	77/361,893	12/31/2007	RFP
ECOCENTIVE RECYCLING (Pending)	77/361,887	12/31/2007	RFP
EARTHCURVE RECYCLING (Pending)	77/361,870	12/31/2007	RFP
ABITIBI BOWATER AB (Allowed)	77/366,541	01/08/2008	RFP
ABIBOW (Allowed)	77/364,387	01/04/2008	RFP
ABITIBIBOWATER (Allowed)	77/360,440	12/27/2007	RFP
R	85443437	10/10/2011	RFP
ECOREWARDS RECYCLING	85410025	08/29/2011	RFP
RESOLUTE	85443418	10/10/2011	RFP
R RESOLUTE FOREST PRODUCTS (Logo)	85443405	10/10/2011	RFP
RESOLUTE FOREST PRODUCTS (Mark)	85443389	10/10/2011	RFP
RESOLUTE FOREST PRODUCTS	85444022	10/11/2011	RFP
ALIGN	85386657	08/2/2011	RFP
Design mark only.	85386735	08/2/2011	RFP
NOW YOU'RE THINKING	85386700	08/2/2011	RFP
ALIGN NOW YOU'RE THINKING.	85376645	07/20/2011	RFP
BOWECO (Registered)	3,354,393	12/11/2007	RFP US

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Grantor</u>
BOWOFFSET (Registered)	3,027,617	12/13/2005	RFP US
BOWMAX (Registered)	2,998,005	09/20/2005	RFP US
COOSABSORB (Registered)	2,844,820	05/25/2004	RFP US
BOWBRITE GLOSS (Registered)	2,832,116	04/13/2004	RFP US
BOWATER (Registered)	2,104,916	10/14/1997	RFP US
B and Arrow Logo (Registered)	1,962,969	03/19/1996	RFP US
B and Arrow Logo (Registered)	830,182	06/13/1967	RFP US
B and Arrow Logo (Registered)	581,221	10/20/1953	RFP US
BOWHYBRID BOOK (Abandoned)	78/871,781	04/28/2006	RFP US
BOWMATTE 84 (Abandoned)	78/871,369	04/27/2006	RFP US
BOWHYBRID FS (Abandoned)	78/838,963	03/16/2006	RFP US
BOWMENTUM (Abandoned)	78/457,580	07/27/2004	RFP US
BOWBRITE GLOSS (Abandoned)	76/277,636	06/28/2001	RFP US
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.
LIGHTHOUSE Design	85/446,633	October 13, 2011	FibreK Recycling U.S. Inc.
LIGHTHOUSE	85/446,500	October 13, 2011	FibreK Recycling U.S. Inc.