

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298627

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|---|-----------------------------------|-----------------------|--------------------|
| 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: | Fibrex Recycling U.S. Inc. | | |
| Street Address: | 701 FOURTH AVENUE, | | |
| Internal Address: | PO BOX 277 | | |
| City: | MENOMINEE | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 49858 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4193277 | MOUNTAIN PULP | |
| Registration Number: | 4079757 | | |
| Serial Number: | 85446633 | | |
| Serial Number: | 85446500 | LIGHTHOUSE | |
| 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> | | | |
| 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.

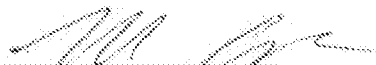
2. Recordation. The Agent authorizes and requests that the Commissioner for Trademarks, the Commissioner for Patents, and any other applicable government officer record this Release.

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: 0203

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. |