

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323443

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLACK DIAMOND COMMERCIAL FINANCE, L.L.C.		11/17/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	STADACONA WB LIMITED PARTNERSHIP		
Street Address:	10 Des Capucins		
City:	Quebec City		
State/Country:	CANADA		
Postal Code:	G1J 3R4		
Entity Type:	LIMITED PARTNERSHIP: QUEBEC		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3159268	S STADACONA	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2127353000		
Email:	justin.selle@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Aliya Sanders, Esq.		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	077370/19		
NAME OF SUBMITTER:	Aliya Sanders		
SIGNATURE:	/Aliya Sanders/		
DATE SIGNED:	11/17/2014		
Total Attachments: 4			
source=Payoff Tab 04 - Release of US Trademark [Stadacona]#page1.tif			
source=Payoff Tab 04 - Release of US Trademark [Stadacona]#page2.tif			
source=Payoff Tab 04 - Release of US Trademark [Stadacona]#page3.tif			

CH \$40.00 3159268

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of November 17, 2014 (this "Release"), is made by **BLACK DIAMOND COMMERCIAL FINANCE, L.L.C.**, a Delaware limited liability company with offices located at 100 Field Drive, Lake Forest, IL 60045-2580 ("BDCF"), as administrative agent and collateral agent (in such capacities, including any successor thereto, "Administrative Agent"), in favor of **STADACONA WB LIMITED PARTNERSHIP**, a Quebec limited partnership with offices located at 10 Des Capucins, Quebec City, Canada QC G1J 3R4 (the "Grantor"). All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Deed of Hypothec (as defined below) or, if not defined therein, in the Loan Agreement (as defined below), and this Release shall be subject to the rules of construction set forth in Section 1(2) of the Deed of Hypothec, which rules of construction are incorporated herein by this reference, mutatis mutandis.

WHEREAS, pursuant to that certain Second Lien Term Loan Agreement dated as of September 13, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") by and among **BD WHITE BIRCH INVESTMENT LLC**, a Delaware limited liability company, **BEAR ISLAND PAPER WB LLC**, a Delaware limited liability company ("Bear Island"), and **WHITE BIRCH PAPER CANADA COMPANY**, a Nova Scotia unlimited company ("White Birch Canada"; together with Bear Island, are referred to hereinafter each individually as a "Borrower", and individually and collectively, severally and not jointly, as the "Borrowers"), and Administrative Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lenders made the financial accommodations to Borrowers as provided for in the Loan Agreement, and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Administrative Agent, for the benefit of the Lenders, that certain Deed of Hypothec, dated as of September 13, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Deed of Hypothec");

WHEREAS, Grantor was required to execute and deliver to Administrative Agent, for the benefit of the Lenders, that certain Trademark Security Agreement, dated as of September 13, 2012 (the "Trademark Security Agreement"), pursuant to which Grantor unconditionally granted and pledged to Administrative Agent, for the benefit each Lender, to secure the Secured Obligations, a continuing security interest (referred to in this Release as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether then owned or thereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule I, (ii) all renewals thereof, (iii) all income, royalties, damages and payments then and thereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or

future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill connected with the use thereof and symbolized thereby, and (vi) all of the Grantor's rights corresponding thereto throughout the world; and

(b) all of the proceeds (as such term is defined in the Code) and products, whether tangible or intangible, of any of the foregoing;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 25, 2012, at Reel 4866 / Frame 0638; and

WHEREAS, the Administrative Agent has agreed to terminate and release its security interest in all such Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Release of Lien. The Administrative Agent hereby terminates the Trademark Security Agreement and hereby terminates, cancels and releases any and all liens and security interests (including its Security Interest) that it has in, to and under the Trademark Collateral.

2. Authorization to Record. The Administrative Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Release.

3. Further Assurances. The Administrative Agent shall take all further actions, and provide to the Grantor, its successors, assigns or other legal representatives all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Release.

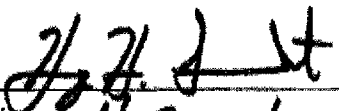
4. Governing Law. The validity of this Release, the construction, interpretation, and enforcement hereof, the rights of the parties hereto with respect to all matters arising hereunder or related hereto, and any claims, controversies or disputes arising hereunder or related hereto shall be determined under, governed by, and construed in accordance with the laws of the State of Illinois.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed and delivered as of the day and year first above written.

ADMINISTRATIVE AGENT:

**BLACK DIAMOND COMMERCIAL
FINANCE, L.L.C.**

By: 
Name: H. Gravenhorst
Title: M.D.

SCHEDULE I
TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Stadacona WB Limited Partnership	U.S.A.	STADACONA & design	3,159,268	10-17-2006