

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329050

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VERSO PAPER LLC		01/07/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT		
Street Address:	50 SOUTH SIXTH STREET		
Internal Address:	SUITE 1290		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2703228	ADVOCATE	
Registration Number:	4171353	EZ-CONTROL	
Registration Number:	4171354	EZ-PRINTER	
Registration Number:	3030600	EZ-SUITE	
Registration Number:	4171355	EZ-SUPPLIER	
Registration Number:	1542526	INFLUENCE	
Registration Number:	2331367	INFLUENCE SOFT-GLOSS	
Registration Number:	3051555	LIBERTY	
Registration Number:	4212921	NEXTIER	
Registration Number:	4212936	NXTR	
Registration Number:	4224530	NEXTIER SOLUTIONS	
Registration Number:	1232416	QUINNESEC	
Registration Number:	2576468	VELOCITY	
Registration Number:	3446920	VERSO	
Registration Number:	3428676	VERSO PAPER CORP	
CORRESPONDENCE DATA			

CH \$390.00 2703228

TRADEMARK

Fax Number:

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.

Email: vmann@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: Virginia F. Mann

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	19755-006
NAME OF SUBMITTER:	Virginia F. Mann
SIGNATURE:	/Virginia F. Mann/
DATE SIGNED:	01/15/2015

Total Attachments: 5

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Notice of Security Interest in Trademarks

Notice of Security Interest in Trademarks (this "Agreement"), dated as of January 7, 2015, by the Pledgor listed on the signature pages hereof ("Pledgor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as collateral agent (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Collateral Agreement dated and effective as of January 7, 2015, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "First-Lien Notes Collateral Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the benefit of the Secured Parties, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the First-Lien Notes Collateral Agreement and used herein have the meaning given to them in the First-Lien Notes Collateral Agreement.

SECTION 2. Grant of Security Interest in Collateral. The Pledgor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, a security interest in all right, title and interest in or to any and all of the following Article 9 Collateral, now existing or hereafter acquired, of the Pledgor (the "Trademark Collateral"):

- (a) Trademarks of such Pledgor, including those listed on Schedule I attached hereto, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (excluding any "intent-to-use" trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) and 1(d), respectively, of the Lanham Act has been filed, to the extent that, and solely during the period for which any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act);
- (b) all goodwill associated with or symbolized by the foregoing;

- (c) all claims for, and rights to sue for, past or future infringements of the foregoing; and
- (d) all proceeds, including all income, royalties, damages and payments now or hereafter due and payable, Supporting Obligations and products of any and all of the foregoing.

SECTION 3. Recordation. The Pledgor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 4. Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the First-Lien Notes Collateral Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the First-Lien Notes Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the First-Lien Notes Collateral Agreement, the provisions of the First-Lien Notes Collateral Agreement shall control.

SECTION 5. Termination. Upon the termination of the First-Lien Notes Collateral Agreement pursuant to Section 7.15 of the First-Lien Notes Collateral Agreement, the Collateral Agent shall deliver to the Pledgor an instrument in writing in recordable form releasing the security interest in the Trademarks under this Agreement.

SECTION 6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract.

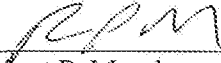
SECTION 7. Governing Law. This Agreement and the rights and obligations of the Parties under this Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the undersigned Pledgor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Pledgor:

VERSO PAPER LLC


By: 
Name: Robert P. Mundy
Title: Senior Vice President and Chief
Financial Officer

[Signature Page to First-Lien Notes Trademark Collateral Agreement]

TRADEMARK
REEL: 005441 FRAME: 0571

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: **Jane Schweiger**
Title: **Vice President**

[Signature Page to First-Lien Notes Trademark Collateral Agreement]

TRADEMARK
REEL: 005441 FRAME: 0572

SCHEDULE I
to
NOTICE OF SECURITY INTEREST IN TRADEMARKS
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademarks:

1. Advocate, US Registration No. 2703228, registered on April 1, 2003 (class 16)
2. EZ-Control, US Registration No. 4171353, registered on July 10, 2012 (class 42)
3. EZ-Printer, US Registration No. 4171354, registered on July 10, 2012 (class 42)
4. EZ-Suite, US Registration No. 3030600, registered on December 13, 2005 (class 35)
5. EZ-Supplier, US Registration No. 4171355, registered on July 10, 2012 (class 42)
6. Influence, US Registration No. 1542526, registered on June 6, 1989 (class 16)
7. Influence Soft-Gloss, US Registration No. 2331367, registered on March 21, 2000 (class 16)
8. Liberty, US Registration No. 3051555, registered on January 24, 2006
9. Nextier, US Registration No. 4212921, registered on September 25, 2012 (class 35)
10. NXTR (stylized and/or with design), US Registration No. 4212936 registered on September 25, 2012 (class 35)
11. Nextier Solutions, US Registration No. 4224530, registered on October 16, 2012 (class 35)
12. Quinnesec, US Registration No. 1232416, registered on March 29, 1983
13. Velocity, US Registration No. 2576468, registered on June 4, 2002 (class 16)
14. Verso, US Registration No. 3446920, registered on June 10, 2008
15. Verso Paper Corp, US Registration No. 3428676, registered on May 13, 2008