TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391555

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC		07/15/2016	Bank: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	NEWPAGE CORPORATION
Street Address:	6775 LENOX CENTER COURT
Internal Address:	Suite 400
City:	MEMPHIS
State/Country:	TENNESSEE
Postal Code:	38115
Entity Type:	Corporation: DELAWARE
Name:	NEWPAGE WISCONSIN SYSTEM INC.
Street Address:	6775 LENOX CENTER COURT
Internal Address:	Suite 400
City:	MEMPHIS
State/Country:	TENNESSEE
Postal Code:	38115
Entity Type:	Corporation: WISCONSIN

PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Registration Number:	2566268	ANTHEM
Registration Number:	4507970	ANTHEM PLUS
Registration Number:	0820771	CENTURA
Registration Number:	4663623	CITADEL
Registration Number:	3980430	ED
Registration Number:	3980431	ED NEWPAGE & EDUCATION
Registration Number:	2775361	EXSAMPLES
Registration Number:	3202909	EDUCATION MATTE
Registration Number:	3739503	FORTUNE
Registration Number:	4635047	FUTURA
Registration Number:	3346217	IDEAL

CH $1240.00 2566268

Property Type	Number	Word Mark
Registration Number:	4071393	
Registration Number:	3354312	NEW ERA
Registration Number:	3113100	NEWPAGE
Registration Number:	3209662	NEWPAGE
Registration Number:	3353375	
Registration Number:	2311889	PAPER KNOWLEDGE
Registration Number:	2306256	PAPER KNOWLEDGE
Registration Number:	2309382	PAPER KNOWLEDGE
Registration Number:	3269042	PAPEROLOGY
Registration Number:	3313479	PINNACLE PRIME
Registration Number:	1062938	PRESSDATE
Registration Number:	1248949	PUBLISHERS MATTE
Registration Number:	1598567	PUBLISHERS THINBULK
Registration Number:	1046345	STERLING
Registration Number:	4470999	STERLING PREMIUM, IT SHIFTS EVERYTHING.
Registration Number:	4459333	THE WORLD NEEDS MORE SHIFTERS.
Registration Number:	4899118	TRIBUTE
Registration Number:	4094582	TRUEJET
Registration Number:	3982614	UNISIL
Registration Number:	4006966	YOUR NEWPAGE
Registration Number:	3776221	ARBOR PLUS
Registration Number:	3382440	ARBORWEB
Registration Number:	3382439	ARBORWEB PLUS
Registration Number:	3548322	BLAZER DIGITAL
Registration Number:	0822881	CONSOLIDATED
Registration Number:	2777443	ED
Registration Number:	2629455	GUSTO
Registration Number:	0820769	NOVA
Registration Number:	1268601	POINT
Registration Number:	0579130	PRODUCTOLITH
Registration Number:	3597172	PRODUCTOLITH PTS. DIGITAL
Registration Number:	1611731	SUPERIOR GLOSS
Registration Number:	3820472	SPARTANWEB
Registration Number:	3820473	SPARTANWEB PLUS
Registration Number:	2014920	SUPERIOR HQ
Registration Number:	1550925	ULTRAWEB
Registration Number:	2583466	UNI-THERM
Registration Number:	3530816	VOYAGER

CORRESPONDENCE DATA

Fax Number: 2127352000

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.

Phone: 2127352811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom

Address Line 1: Four Times Square

Address Line 2: Monique L. Ribando

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	071450/420
NAME OF SUBMITTER:	Megan C. Manfred
SIGNATURE:	/Megan C. Manfred/
DATE SIGNED:	07/15/2016

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of July 15, 2016 ("Effective Date") by **BARCLAYS BANK PLC**, ("Pledgee"), in favor of **NEWPAGE CORPORATION** and **NEWPAGE WISCONSIN SYSTEM INC.** (each, a "Pledgor"). Capitalized terms used but not defined in the Release have the meaning ascribed thereto in the Collateral Agreements (defined below).

WHEREAS, the Pledgors and Pledgee entered into that certain Trademark Security Agreement dated January 28, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") pursuant to the terms and conditions of that certain Guarantee and Collateral Agreement (DIP Term Loan Facility) dated as of January 28, 2016t (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement", and together with the Trademark Security Agreement, the "Collateral Agreements"), among NewPage Investment Company, NewPage Corporation (the "Borrower"), each a subsidiary of the Borrower identified therein and Pledgee, as Collateral Agent.

WHEREAS, pursuant to the terms and conditions of the Collateral Agreements, each Pledgor assigned and pledged to Pledgee, in its capacity as Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties (as defined in the Collateral Agreement), a security interest (the "Security Interest") in all of each Pledgor's right, title and interest in, to and under the Trademarks (as defined in the Trademark Security Agreement), including any and all of the following assets, then owned or at any time thereafter acquired by any such Pledgor or in which any such Pledgor then had or at any time thereafter may have acquired any right, title or interest (collectively, but excluding any Excluded Property, the "Trademarks"): (i) all trademarks, service marks, corporate names, company names, business names, trade dress, logos and taglines, 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 or any similar offices in any State of the United States of America, and all renewals thereof, including those listed on Schedule I and; (ii) all goodwill associated therewith or symbolized thereby; and

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 29, 2016, at Reel No. 5719, Frame No. 0442.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgee, without representation, warranty or recourse of any kind (i) hereby terminates the Trademark Security Agreement, and hereby terminates, discharges, cancels and releases in full any and all security interests (including the Security Interest) it has in, to and under the Trademarks and (ii) re-assigns to each applicable Pledgor any and all such right, title and interest that it may have in the applicable Trademarks to such Pledgor.

Pledgee shall take all further actions, and provide to each Pledgor, 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 such Pledgor, and at such Pledgor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release. Pledgee authorizes and requests that the United States Patent and Trademark Office and any applicable government officer note and record the release hereby given and any other filings necessary to evidence the release and termination of the Pledgee's rights under each of the Collateral Agreements, with respect to the Trademarks.

This Release shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Pledgee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

BARCLAYS BANK PLC,
as the Collateral Agent

By: _____
Name: Marguerite Sutton
Title: Vice President

[Signature Page – Trademark Security Agreement Release - Reel 5719 Frame 0442]

Schedule A
U.S. FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS

	Trademark	App. No. App. Date	Reg. No (Reg. Date)	Owner	Status
1.	ANTHEM	78/028,803 (03-Oct-2000)	2,566,268 (30-Apr-2002)	NewPage Corporation	Registered
2.	ANTHEM PLUS	85/933,999 (16-May-2013)	4,507,970 (01-Apr-2014)	NewPage Corporation	Registered
3.	CENTURA	72/236,237 01/12/1966	820771 12/20/1966	NewPage Corporation	Registered
4.	CITADEL	86/289,203 (22-May-2014)	4,663,623 (30-Dec-2014)	NewPage Corporation	Registered
5.	ED	85/021,509 (23-Apr-2010)	3,980,430 (21-Jun-2011)	NewPage Corporation	Registered
6.	ED NEWPAGE & EDUCATION and Design	85/021,516 (23-Apr-2010)	3,980,431 (21-Jun-2011)	NewPage Corporation	Registered
7.	EXSAMPLES (stylized)	76/478,529 (20-Dec-2002)	2,775,361 (21-Oct-2003)	NewPage Corporation	Registered
8.	EDUCATION MATTE	78/668,666 03/02/2005	3,202,909 01/23/2007	NewPage Corporation	Registered
9.	FORTUNE	77/759,467 06/15/2009	3,739,503 01/19/2010	NewPage Corporation	Registered
10.	FUTURA	85/646,667 (08-Jun-2012)	4,635,047 (11-Nov-2014)	NewPage Corporation	Registered
11.	IDEAL	78/917,784 (27-Jun-2006)	3,346,217 (27-Nov-2007)	NewPage Corporation	Registered
12.	LEVERAGING LACEY Logo	85/044,688 (21-May-2010)	4,071,393 (13-Dec-2011)	NewPage Corporation	Registered
13.	NEW ERA	78/911,169 (19-Jun-2006)	3,354,312 (11-Dec-2007)	NewPage Corporation	Registered
14.	NEWPAGE	78/570,780 (18-Feb-2005)	3,113,100 (04-Jul-2006)	NewPage Corporation	Registered
15.	NEWPAGE	78/570,462 (18-Feb-2005)	3,415,644 (22-Apr-2008)	NewPage Corporation	Registered
16.	NEWPAGE and Design	78/578,722 (02-Mar-2005)	3,209,662 (13-Feb-2007)	NewPage Corporation	Registered
17.	Page Design	78/578,700 (02-Mar-2005)	3,353,375 (11-Dec-2007)	NewPage Corporation	Registered
18.	PAPER KNOWLEDGE	75/643,626 (19-Feb-1999)	2,311,889 (25-Jan-2000)	NewPage Corporation	Registered
19.	PAPER KNOWLEDGE	75/643,549 (19-Feb-1999)	2,306,256 (04-Jan-2000)	NewPage Corporation	Registered
20.	PAPER KNOWLEDGE and Design	75/650,879 (23-Feb-1999)	2,309,382 (18-Jan-2000)	NewPage Corporation	Registered
21.	PAPEROLOGY	78/372,960 (24-Feb-2004)	3,269,042 (24-Jul-2007)	NewPage Corporation	Registered
22.	PINNACLE PRIME	78/472,233 (24-Aug-2004)	3,313,479 (16-Oct-2007)	NewPage Corporation	Registered
23.	PRESSDATE	73/078,731	1,062,938	NewPage	Registered

		(01-Mar-1976)	(05-Apr-1977)	Corporation	
24.	PUBLISHERS MATTE	73/384,257 (08-Sep-1982)	1,248,949 (23-Aug-1983)	NewPage Corporation	Registered
25.	PUBLISHERS THINBULK	73/833,223 (23-Oct-1989)	1,598,567 (29-May-1990)	NewPage Corporation	Registered
26.	STERLING	73/072,117 (17-Dec-1975)	1,046,345 (17-Aug-1976)	NewPage Corporation	Registered
27.	STERLING PREMIUM, IT SHIFTS EVERYTHING	86/038,491 (15-Aug-2003)	4,470,999 (21-Jan-2014)	NewPage Corporation	Registered
28.	THE WORLD NEEDS MORE SHIFTERS.	86/038,499 (15-Aug-2013)	4,459,333 (31-Dec-2013)	NewPage Corporation	Registered
29.	TRIBUTE	86/289,129 (22-May-2014)	4,899,118 (09-Feb-2016)	NewPage Corporation	Registered
30.	TRUEJET	85/197,626 (14-Dec-2010)	4,094,582 (31-Jan-2012)	NewPage Corporation	Registered
31.	UNISIL	85/051,951 (01-Jun-2010)	3,982,614 (21-Jun-2011)	NewPage Corporation	Registered
32.	YOUR NEWPAGE	77/919,306 (25-Jan-2010)	4,006,966 (02-Aug-2011)	NewPage Corporation	Registered
33.	ARBOR PLUS	77/760,762 (16-Jun-2009)	3,776,221 (13-Apr-2010)	NewPage Wisconsin System Inc.	Registered
34.	ARBORWEB	77/003,622 (20-Sep-2006)	3,382,440 (12-Feb-2008)	NewPage Wisconsin System Inc.	Registered
35.	ARBORWEB PLUS	77/003,613 (20-Sep-2006)	3,382,439 (12-Feb-2008)	NewPage Wisconsin System Inc.	Registered
36.	BLAZER DIGITAL	78/863,161 (17-Apr-2006)	3,548,322 (16-Dec-2008)	NewPage Wisconsin System Inc.	Registered
37.	CONSOLIDATED and Design	72/238,498 (10-Feb-1966)	822,881 (24-Jan-1967)	NewPage Wisconsin System Inc.	Registered
38.	ED and Design	76/408,736 (15-May-2002)	2,777,443 (28-Oct-2003)	NewPage Wisconsin System Inc.	Registered
39.	GUSTO	78/069,483 (16-Jun-2001)	2,629,455 (01-Oct-2002)	NewPage Wisconsin System Inc.	Registered
40.	NOVA	72/236,237 (12-Jan-1966)	820,769 (20-Dec-1966)	NewPage Wisconsin System Inc.	Registered
41.	POINT	73/340,313 (07-Dec-1981)	1,268,601 (28-Feb-1984)	NewPage Wisconsin System Inc.	Registered
42.	PRODUCTOLITH	71/636,841 (18-Oct-1952)	579,130 (25-Aug-1953)	NewPage Wisconsin System Inc.	Registered
43.	PRODUCTOLITH PTS. DIGITAL	77/260,503 (21-Aug-2007)	3,597,172 (31-Mar-2009)	NewPage Wisconsin	Registered

				System Inc.	
44.	SUPERIOR GLOSS	73/741,810 (25-Jul-1988)	1,611,731 (28-Aug-1990)	NewPage Wisconsin System Inc.	Registered
45.	SPARTANWEB	77/759,467 06/15/2009	3,820,472 07/20/2010	NewPage Corporation	Registered
46.	SPARTANWEB PLUS	77/759,627 06/15/2009	3,820,473 07/20/2010	NewPage Corporation	Registered
47.	SUPERIOR HQ	74/660,676 (13-Apr-1995)	2,014,920 (12-Nov-1996)	NewPage Wisconsin System Inc.	Registered
48.	ULTRAWEB	73/741,809 (25-Jul-1988)	1,550,925 (08-Aug-1989)	NewPage Wisconsin System Inc.	Registered
49.	UNI-THERM	76/087,894 (12-Jul-2000)	2,583,466 (18-Jun-2002)	NewPage Wisconsin System Inc.	Registered
50.	VOYAGER	77/443,910 (09-Apr-2008)	3,530,816 (11-Nov-2008)	NewPage Wisconsin System Inc.	Registered