

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM391607

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NEWPAGE CORPORATION		07/15/2016	Corporation: DELAWARE
NEWPAGE WISCONSIN SYSTEM INC.		07/15/2016	Corporation: WISCONSIN
VERSO PAPER LLC		07/15/2016	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	WELLS FARGO, NATIONAL ASSOCIATION, as administrative agent
<b>Street Address:</b>	1100 Abernathy Road, NE, 16th Floor
<b>Internal Address:</b>	Attn: Loan Portfolio Manager
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30328
<b>Entity Type:</b>	Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 75

Property Type	Number	Word Mark
Registration Number:	2566268	ANTHEM
Registration Number:	4507970	ANTHEM PLUS
Registration Number:	4663623	CITADEL
Registration Number:	3980430	ED
Registration Number:	3980431	ED NEWPAGE & EDUCATION
Registration Number:	3202909	EDUCATION MATTE
Registration Number:	2775361	EXSAMPLES
Registration Number:	4635047	FUTURA
Registration Number:	3346217	IDEAL
Registration Number:	4071393	
Registration Number:	3354312	NEW ERA
Registration Number:	3113100	NEWPAGE
Registration Number:	3415644	NEWPAGE
Registration Number:	3209662	NEWPAGE
Registration Number:	3353375	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2311889	PAPER KNOWLEDGE
Registration Number:	2306256	PAPER KNOWLEDGE
Registration Number:	2309382	PAPER KNOWLEDGE
Registration Number:	3269042	PAPERODOLOGY
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:	2014920	SUPERIOR HQ
Registration Number:	1550925	ULTRAWEB
Registration Number:	2583466	UNI-THERM
Registration Number:	3530816	VOYAGER
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

Property Type	Number	Word Mark
Registration Number:	3051555	LIBERTY
Registration Number:	4212921	NEXTIER
Registration Number:	4224530	NEXTIER SOLUTIONS
Registration Number:	4212936	NXTR
Registration Number:	1232416	QUINNESEC
Registration Number:	2576468	VELOCITY
Registration Number:	3446920	VERSO
Registration Number:	3428676	VERSO PAPER CORP
Registration Number:	3594856	72TOYOU
Registration Number:	3745882	ADVOCATE ROTO HI-BULK
Registration Number:	4361993	ASPECT
Registration Number:	4952778	BALANCE
Registration Number:	3805164	CLARITY
Registration Number:	4842893	FOCUS
Registration Number:	4267696	V VERSO
Registration Number:	3587068	VERSO EASY CLAIM
Serial Number:	86830351	VERSOGROW
Registration Number:	4424299	VERSOPACK
Registration Number:	4357826	VERSORX
Registration Number:	3586542	VERSOVIEW
Serial Number:	86926103	CRAFTPOINT
Serial Number:	86761012	LIVE PAPER

**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: 212-735-2811

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: 14

source=05 - Trademark Security Agreement#page1.tif

source=05 - Trademark Security Agreement#page2.tif  
source=05 - Trademark Security Agreement#page3.tif  
source=05 - Trademark Security Agreement#page4.tif  
source=05 - Trademark Security Agreement#page5.tif  
source=05 - Trademark Security Agreement#page6.tif  
source=05 - Trademark Security Agreement#page7.tif  
source=05 - Trademark Security Agreement#page8.tif  
source=05 - Trademark Security Agreement#page9.tif  
source=05 - Trademark Security Agreement#page10.tif  
source=05 - Trademark Security Agreement#page11.tif  
source=05 - Trademark Security Agreement#page12.tif  
source=05 - Trademark Security Agreement#page13.tif  
source=05 - Trademark Security Agreement#page14.tif

## TRADEMARK SECURITY AGREEMENT (ABL FACILITY)

TRADEMARK SECURITY AGREEMENT (ABL FACILITY), dated as of July 15, 2016 (this "Agreement"), made by each of the signatories hereto (each a "Pledgor" and collectively, the "Pledgors"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent (in such capacity, together with any successor administrative agent, the "Administrative Agent") for the Secured Parties (as defined in the Guarantee and Collateral Agreement (as defined below)).

Reference is made to the Guarantee and Collateral Agreement (ABL Facility), dated as of July 15, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among VERSO PAPER FINANCE HOLDINGS LLC, a Delaware limited liability company ("Holdings"), VERSO PAPER HOLDINGS LLC, a Delaware limited liability company (the "Company"), each Subsidiary of Holdings party thereto from time to time, and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (as defined therein).

The parties hereto agree as follows:

**SECTION 1. Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Agreement.

**SECTION 2. Grant of Security Interest.** As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Obligations, the Pledgor pursuant to the Guarantee and Collateral Agreement did, and hereby does, assign and pledge to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and grant to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Pledgor or in which the Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the "IP Collateral"):

(i) (a) all trademarks, 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 or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all renewals thereof, including those listed on Schedule I, (b) all goodwill associated therewith or symbolized thereby, (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing, (d) all income, royalties, damages and

payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof and (e) any rights corresponding to any of the foregoing throughout the world; and

(ii) to the extent not otherwise included, all proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any person with respect to any of the foregoing.

Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute a grant of a security interest in (and the following shall not constitute IP Collateral for the Obligations) any Excluded Assets (and Excluded Assets shall not constitute IP Collateral for the Obligations), including, solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, pending United States of America "intent-to-use" trademark applications for which a verified statement of use or an amendment to allege use has not been filed with and accepted by the United States Patent and Trademark Office.

**SECTION 3. Guarantee and Collateral Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

**SECTION 4. 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. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

**SECTION 5. Termination.** This Agreement and the security interest granted hereby shall automatically terminate with respect to all of the Pledgor's Obligations and any Lien arising therefrom shall be automatically released upon termination of the Guarantee and Collateral Agreement or as otherwise provided in the Guarantee and Collateral Agreement. The Administrative Agent shall, in connection with any termination or release hereunder or under the Guarantee and Collateral Agreement, execute and deliver to the Pledgor as the Pledgor may reasonably request, an instrument in writing evidencing such release of the security interest in the IP Collateral acquired under this Agreement; provided that the Administrative Agent shall not be required to take any action under this Section 5 unless the Pledgor shall have delivered to the Administrative Agent together with such request, which may be incorporated into such request, a reasonably detailed description of the IP Collateral, which in any event shall be sufficient

to effect the appropriate release without affecting any other Collateral. Any execution and delivery of instruments pursuant to this Section 5 shall be without recourse to or warranty by the Administrative Agent. In connection with any release pursuant to this Section 5, the Pledgor shall be permitted to take any action in connection therewith consistent with such release including, without limitation, the filing of such instrument with the United States Patent and Trademark Office. The Pledgor agrees to pay all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent (and its representatives and counsel) in connection with the execution and delivery of such release instruments.


**SECTION 6. Authorization to Revise Schedules.** The Pledgor hereby authorizes the Administrative Agent to supplement this Agreement by supplementing Schedule I, II, or III hereto or adding additional schedules hereto to specifically identify any asset or item that may constitute IP Collateral (and to present and otherwise record (including with the United States Patent and Trademark Office) this Agreement together with such supplemented or additional schedules, which shall be and are hereby incorporated into this Agreement by reference).

**SECTION 7. Intercreditor Agreement.** Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder, in each case, with respect to the IP Collateral are subject to the limitations and provisions of the Intercreditor Agreements. In the event of any conflict between the terms of the Intercreditor Agreements and the terms of this Agreement with respect to the IP Collateral, the terms of the applicable Intercreditor Agreement shall govern and control. Notwithstanding anything herein to the contrary, prior to the Discharge (as defined in the ABL Intercreditor Agreement) of the Non-ABL Obligations (as defined in the ABL Intercreditor Agreement), (i) the Pledgor shall not be required to act or refrain from acting with respect to any Non-ABL Priority Collateral (as defined in the ABL Intercreditor Agreement) if compliance by the Pledgor with such requirement would result in a breach of or constitute a default under the ABL Intercreditor Agreement, and (ii) the requirements of this Agreement to deliver any Non-ABL Priority Collateral and any certificates, instruments or documents in relation thereto to the Administrative Agent shall be deemed satisfied by delivery of such Non-ABL Priority Collateral and such certificates, instruments or documents in relation thereto to the Applicable Possessory Collateral Agent (as defined in the ABL Intercreditor Agreement).

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
as of the day and year first above written.

NEWPAGE CORPORATION  
NEWPAGE WISCONSIN SYSTEM INC.  
VERSO PAPER LLC

By:   
Name: Allen J. Campbell  
Title: Senior Vice President, Chief  
Financial Officer and Assistant  
Secretary

*[Signature Page to ABL Trademark Security Agreement]*



Accepted and Agreed to:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By: 

Name: Anwar S. Young  
Title: Authorized Signatory

*[Signature Page to ABL Trademark Security Agreement]*

TRADEMARK

REEL: 005835 FRAME: 0301

Schedule I  
to Trademark Security Agreement (ABL Loan Facility)

A. Trademarks Owned by NewPage Corporation

U.S. Trademark Registrations and U.S. Trademark Applications

Jurisdiction	Trademark	App. No. (App. Date)	Reg. No. (Reg. Date)	Owner	Status
Canada	ANTHEM	1,078,048 (06-Oct-2000)	TMA610,648 (18-May-2004)	NewPage Corporation	Registered
United States	ANTHEM	78/028,803 (03-Oct-2000)	2,566,268 (30-Apr-2002)	NewPage Corporation	Registered
Canada	ANTHEM PLUS	1,628,398 (17-May-2013)	TMA877,565 (09-May-2014)	NewPage Corporation	Registered
United States	ANTHEM PLUS	85/933,999 (16-May-2013)	4,507,970 (01-Apr-2014)	NewPage Corporation	Registered
Canada	ASK DR. DIGITAL	1,118,605 (16-Oct-2001)	TMA600,736 (28-Jan-2004)	NewPage Corporation	Registered
Canada	ASK DR. DIGITAL and Design	1,118,604 (16-Oct-2001)	TMA605,143 (15-Mar-2004)	NewPage Corporation	Registered
United States	CITADEL	86/289,203 (22-May-2014)	4,663,623 (30-Dec-2014)	NewPage Corporation	Registered
Canada	ED	1,486,206 (15-Jun-2010)	TMA809,356 (18-Oct-2011)	NewPage Corporation	Registered
United States	ED	85/021,509 (23-Apr-2010)	3,980,430 (21-Jun-2011)	NewPage Corporation	Registered
Canada	ED NEWPAGE & EDUCATION and Design	1,486,207 (15-Jun-2010)	TMA805,670 (31-Aug-2011)	NewPage Corporation	Registered
United States	ED NEWPAGE & EDUCATION and Design	85/021,516 (23-Apr-2010)	3,980,431 (21-Jun-2011)	NewPage Corporation	Registered
Canada	EDUCATION MATTE	1,266,098 (26-Jul-2005)	TMA734,825 (19-Feb-2009)	NewPage Corporation	Registered
United States	EDUCATION MATTE	78/668,666 (12-Jul-2005)	3,202,909 (23-Jan-2007)	NewPage Corporation	Registered
Canada	EXSAMPLES (stylized)	1,166,274 (29-Jan-2003)	TMA608,980 (29-Apr-2004)	NewPage Corporation	Registered
United States	EXSAMPLES (stylized)	76/478,529 (20-Dec-2002)	2,775,361 (21-Oct-2003)	NewPage Corporation	Registered
Canada	FOCUS	1,056,213 (20-Apr-2000)	TMA569,799 (29-Oct-2002)	NewPage Corporation	Registered
Canada	FORTUNE	1,463,535 (15-Dec-2009)	TMA782,443 (15-Nov-2010)	NewPage Corporation	Registered
United States	FUTURA	85/646,667 (08-Jun-2012)	4,635,047 (11-Nov-2014)	NewPage Corporation	Registered
Canada	IDEAL	1,230,324 (15-Sep-2004)	TMA696,474 (14-Sep-2007)	NewPage Corporation	Registered
Canada	IDEAL	1,308,219	TMA713,213	NewPage Corporation	Registered

Jurisdiction	Trademark	App. No. (App. Date)	Reg. No. (Reg. Date)	Owner	Status
		(07-Jul-2006)	(29-Apr-2008)		
United States	IDEAL	78/917,784 (27-Jun-2006)	3,346,217 (27-Nov-2007)	NewPage Corporation	Registered
United States	Leveraging Lacey Logo	85/044,688 (21-May-2010)	4,071,393 (13-Dec-2011)	NewPage Corporation	Registered
Canada	LINGO	1,055,027 (14-Apr-2000)	TMA558,541 (26-Feb-2002)	NewPage Corporation	Registered
Canada	NEW ERA	1,315,578 (06-Sep-2006)	TMA711,359 (08-Apr-2008)	NewPage Corporation	Registered
United States	NEW ERA	78/911,169 (19-Jun-2006)	3,354,312 (11-Dec-2007)	NewPage Corporation	Registered
Canada	NEW ERA MATTE	1,203,188 (12-Jan-2004)	TMA630,385 (18-Jan-2005)	NewPage Corporation	Registered
Canada	NEW ERA THINBULK	1,120,146 (01-Nov-2001)	TMA674,380 (05-Oct-2006)	NewPage Corporation	Registered
Canada	NEWPAGE	1,256,649 (29-Apr-2005)	TMA747,043 (04-Sep-2009)	NewPage Corporation	Registered
Mexico	NEWPAGE	718728 (20-May-2005)	948916 (28-Aug-2006)	NewPage Corporation	Registered
Mexico	NEWPAGE	718725 (20-May-2005)	917880 (30-Jan-2006)	NewPage Corporation	Registered
United States	NEWPAGE	78/570,780 (18-Feb-2005)	3,113,100 (04-Jul-2006)	NewPage Corporation	Registered
United States	NEWPAGE	78/570,462 (18-Feb-2005)	3,415,644 (22-Apr-2008)	NewPage Corporation	Registered
Canada	NEWPAGE and Design	1,256,647 (29-Apr-2005)	TMA753,052 (13-Nov-2009)	NewPage Corporation	Registered
United States	NEWPAGE and Design	78/578,722 (02-Mar-2005)	3,209,662 (13-Feb-2007)	NewPage Corporation	Registered
Canada	Page Design	1,256,648 (29-Apr-2005)	TMA752,911 (12-Nov-2009)	NewPage Corporation	Registered
United States	Page Design	78/578,700 (02-Mar-2005)	3,353,375 (11-Dec-2007)	NewPage Corporation	Registered
Canada	Paper and Pen Design	1,484,090 (01-Jun-2010)	TMA807,014 (19-Sep-2011)	NewPage Corporation	Registered
Canada	PAPER GONE DIGITAL	1,047,516 (21-Feb-2000)	TMA594,668 (13-Nov-2003)	NewPage Corporation	Registered
United States	PAPER KNOWLEDGE	75/643,626 (19-Feb-1999)	2,311,889 (25-Jan-2000)	NewPage Corporation	Registered
United States	PAPER KNOWLEDGE	75/643,549 (19-Feb-1999)	2,306,256 (04-Jan-2000)	NewPage Corporation	Registered
United States	PAPER KNOWLEDGE and Design	75/650,879 (23-Feb-1999)	2,309,382 (18-Jan-2000)	NewPage Corporation	Registered
Canada	PAPEROLGY	1,207,498 (25-Feb-2004)	TMA747,736 (16-Sep-2009)	NewPage Corporation	Registered
United States	PAPEROLGY	78/372,960 (24-Feb-2004)	3,269,042 (24-Jul-2007)	NewPage Corporation	Registered
United States	PINNACLE PRIME	78/472,233 (24-Aug-2004)	3,313,479 (16-Oct-2007)	NewPage Corporation	Registered
United States	PRESSDATE	73/078,731 (01-Mar-1976)	1,062,938 (05-Apr-1977)	NewPage Corporation	Registered
Canada	PRIMA	1,120,142	TMA578,618	NewPage Corporation	Registered

Jurisdiction	Trademark	App. No. (App. Date)	Reg. No. (Reg. Date)	Owner	Status
		(01-Nov-2001)	(31-Mar-2003)		
Canada	PTO	1,089,988 (22-Jan-2001)	TMA569,712 (28-Oct-2002)	NewPage Corporation	Registered
Canada	PUBLISHERS MATTE	1,120,141 (01-Nov-2001)	TMA592,820 (22-Oct-2003)	NewPage Corporation	Registered
United States	PUBLISHERS MATTE	73/384,257 (08-Sep-1982)	1,248,949 (23-Aug-1983)	NewPage Corporation	Registered
Canada	PUBLISHERS THINBULK	1,250,796 (16-Mar-2005)	TMA666,165 (16-Jun-2006)	NewPage Corporation	Registered
United States	PUBLISHERS THINBULK	73/833,223 (23-Oct-1989)	1,598,567 (29-May-1990)	NewPage Corporation	Registered
European Community	REVOLUTION XSC	009841289 (25-Mar-2011)	009841289 (30-Aug-2011)	NewPage Corporation	Registered
Mexico	REVOLUTION XSC	1167724 (31-Mar-2011)	1232793 (12-Aug-2011)	NewPage Corporation	Registered
Canada	SATURN	1,384,979 (26-Feb-2008)	TMA749228 (01-Oct-2009)	NewPage Corporation	Registered
Canada	SHARE AND SAVE. PASS THIS ALONG and Design	1,509,998 (23-Dec-2010)	TMA812,661 (25-Nov-2011)	NewPage Corporation	Registered
Canada	SIGNATURE CLUB	1,121,407 (01-Nov-2001)	TMA597,988 (18-Dec-2003)	NewPage Corporation	Registered
Canada	SIGNATURE TRUE	1,135,859 (28-Mar-2002)	TMA607,735 (15-Apr-2004)	NewPage Corporation	Registered
Canada	STERLING	1,162,392 (13-Dec-2002)	TMA610,678 (19-May-2004)	NewPage Corporation	Registered
United States	STERLING	73/072,117 (17-Dec-1975)	1,046,345 (17-Aug-1976)	NewPage Corporation	Registered
United States	STERLING PREMIUM, IT SHIFTS EVERYTHING	86/038,491 (15-Aug-2003)	4,470,999 (21-Jan-2014)	NewPage Corporation	Registered
Canada	STERLING PREMIUM, IT SHIFTS EVERYTHING	1,641,040 (16-Aug-2013)	TMA913,306 (08-Sep-2015)	NewPage Corporation	Registered
Canada	STERLING ULTRA DIGITAL	1,250,794 (16-Mar-2005)	TMA673,275 (25-Sep-2006)	NewPage Corporation	Registered
Canada	THE RESPONSE PROJECT	1,304,804 (08-Jun-2006)	TMA697,228 (25-Sep-2007)	NewPage Corporation	Registered
Canada	THE STERLING RESPONSE	1,304,805 (08-Jun-2006)	TMA688,526 (29-May-2007)	NewPage Corporation	Registered
Canada	THE TRUE YOU	1,235,642 (29-Oct-2004)	TMA678,077 (04-Dec-2006)	NewPage Corporation	Registered
Canada	THE WORLD NEEDS MORE SHIFTERS.	1,640,314 (16-Aug-2003)	TMA913,305 (08-Sep-2015)	NewPage Corporation	Registered
United States	THE WORLD NEEDS MORE SHIFTERS.	86/038,499 (15-Aug-2013)	4,459,333 (31-Dec-2013)	NewPage Corporation	Registered
Canada	TRIBUTE	1,678,506	TMA909,103	NewPage Corporation	Registered

Jurisdiction	Trademark	App. No. (App. Date)	Reg. No. (Reg. Date)	Owner	Status
		(23-May-2014)	(21-Jul-2015)		
United States	TRIBUTE	86/289,129 (22-May-2014)	4,899,118 (09-Feb-2016)	NewPage Corporation	Registered
Canada	TRUEJET	1,508,673 (15-Dec-2010)	TMA909,924 (30-Jul-2015)	NewPage Corporation	Registered
European Community	TRUEJET	009619958 (22-Dec-2010)	009619958 (27-May-2011)	NewPage Corporation	Registered
Mexico	TRUEJET	1145995 (06-Jan-2011)	1245503 (19-Oct-2011)	NewPage Corporation	Registered
United States	TRUEJET	85/197,626 (14-Dec-2010)	4,094,582 (31-Jan-2012)	NewPage Corporation	Registered
Canada	UNISIL	1,484,091 (01-Jun-2010)	TMA806,703 (14-Sep-2011)	NewPage Corporation	Registered
European Community	UNISIL	009539818 (22-Nov-2010)	009539818 (10-May-2011)	NewPage Corporation	Registered
Mexico	UNISIL	1268079 (23-Apr-2012)	1391439 (21-Aug-2013)	NewPage Corporation	Registered
United States	UNISIL	85/051,951 (01-Jun-2010)	3,982,614 (21-Jun-2011)	NewPage Corporation	Registered
Canada	YOUR NEWPAGE	1,467,915 (26-Jan-2010)	TMA798,103 (20-May-2011)	NewPage Corporation	Registered
United States	YOUR NEWPAGE	77/919,306 (25-Jan-2010)	4,006,966 (02-Aug-2011)	NewPage Corporation	Registered
Canada	CITADEL	1,678,495 (23-May-2014)		NewPage Corporation	Allowed

**B. Trademarks Owned by NewPage Wisconsin System Inc.**

**U.S. Trademark Registrations and U.S. Trademark Applications**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>App. No. (App. Date)</b>	<b>Reg. No. (Reg. Date)</b>	<b>Owner</b>	<b>Status</b>
Canada	ARBOR	1,338,668 (09-Mar-2007)	TMA865,187 (15-Nov-2013)	NewPage Wisconsin System Inc.	Registered
European Community	ARBOR	005750872 (12-Mar-2007)	005750872 (29-Mar-2010)	NewPage Wisconsin System Inc.	Registered
Canada	ARBOR PLUS	1,448,281 (14-Aug-2009)	TMA806,190 (07-Sep-2011)	NewPage Wisconsin System Inc.	Registered
United States	ARBOR PLUS	77/760,762 (16-Jun-2009)	3,776,221 (13-Apr-2010)	NewPage Wisconsin System Inc.	Registered
Canada	ARBORWEB	1,338,672 (09-Mar-2007)	TMA813,045 (30-Nov-2011)	NewPage Wisconsin System Inc.	Registered
European Community	ARBORWEB	005750906 (12-Mar-2007)	005750906 (05-Jun-2010)	NewPage Wisconsin System Inc.	Registered
United States	ARBORWEB	77/003,622 (20-Sep-2006)	3,382,440 (12-Feb-2008)	NewPage Wisconsin System Inc.	Registered
Canada	ARBORWEB PLUS	1,338,669 (09-Mar-2007)	TMA813,027 (30-Nov-2011)	NewPage Wisconsin System Inc.	Registered
European Community	ARBORWEB PLUS	005750989 (12-Mar-2007)	005750989 (05-Jun-2010)	NewPage Wisconsin System Inc.	Registered
United States	ARBORWEB PLUS	77/003,613 (20-Sep-2006)	3,382,439 (12-Feb-2008)	NewPage Wisconsin System Inc.	Registered
Canada	BLAZER DIGITAL	1,312,782 (14-Aug-2006)	TMA702,738 (10-Dec-2007)	NewPage Wisconsin System Inc.	Registered
United States	BLAZER DIGITAL	78/863,161 (17-Apr-2006)	3,548,322 (16-Dec-2008)	NewPage Wisconsin System Inc.	Registered
Canada	CENTURA	1,335,958 (13-Feb-2007)	TMA738,121 (15-Apr-2009)	NewPage Wisconsin System Inc.	Registered
Wisconsin	CONSOGRO		(23-Apr-2014)	NewPage Wisconsin System Inc.	Registered
United States	CONSOLIDATED and Design	72/238,498 (10-Feb-1966)	822,881 (24-Jan-1967)	NewPage Wisconsin System Inc.	Registered
United States	ED and Design	76/408,736 (15-May-2002)	2,777,443 (28-Oct-2003)	NewPage Wisconsin System Inc.	Registered
Canada	EXCELLENCE WEB	0,630,169 (19-Apr-1989)	TMA375,137 (02-Nov-1990)	NewPage Wisconsin System Inc.	Registered
Canada	EXPEDITION	1,398,375 (05-Jun-2008)	TMA750,401 (16-Oct-2009)	NewPage Wisconsin System Inc.	Registered
Canada	FUTURA	1,604,908 (27-Nov-2012)	TMA894,173 (16-Jan-2015)	NewPage Wisconsin System Inc.	Registered
United States	GUSTO	78/069,483 (16-Jun-2001)	2,629,455 (01-Oct-2002)	NewPage Wisconsin System Inc.	Registered
Canada	LITHOWEB	0,630,170 (19-Apr-1989)	TMA376,135 (23-Nov-1990)	NewPage Wisconsin System Inc.	Registered
Canada	LITHOWEB	0,628,983	TMA371,279	NewPage Wisconsin System Inc.	Registered

	PLUS	(05-Apr-1989)	(27-Jul-1990)	System Inc.	
United States	NOVA	72/236,237 (12-Jan-1966)	820,769 (20-Dec-1966)	NewPage Wisconsin System Inc.	Registered
Canada	OURPAPER	1.090.478 (25-Jan-2001)	TMA597,028 (09-Dec-2003)	NewPage Wisconsin System Inc.	Registered
United States	POINT	73/340,313 (07-Dec-1981)	1,268,601 (28-Feb-1984)	NewPage Wisconsin System Inc.	Registered
Canada	PREDATOR	0,628,980 (05-Apr-1989)	TMA370,991 (20-Jul-1990)	NewPage Wisconsin System Inc.	Registered
United States	PRODUCTOLITH	71/636,841 (18-Oct-1952)	579,130 (25-Aug-1953)	NewPage Wisconsin System Inc.	Registered
Canada	PRODUCTOLITH PTS DIGITAL	1,384,343 (21-Feb-2008)	TMA734,738 (18-Feb-2009)	NewPage Wisconsin System Inc.	Registered
United States	PRODUCTOLITH PTS. DIGITAL	77/260,503 (21-Aug-2007)	3,597,172 (31-Mar-2009)	NewPage Wisconsin System Inc.	Registered
Canada	SPARTANWEB	894,934 (29-Oct-1998)	TMA551,818 (01-Oct-2001)	NewPage Wisconsin System Inc.	Registered
Canada	SPARTANWEB	1,462,160 (09-Dec-2009)	TMA797,496 (13-May-2011)	NewPage Wisconsin System Inc.	Registered
Canada	SPARTANWEB PLUS	1,462,161 (09-Dec-2009)	TMA797,492 (13-May-2011)	NewPage Wisconsin System Inc.	Registered
United States	SUPERIOR GLOSS	73/741,810 (25-Jul-1988)	1,611,731 (28-Aug-1990)	NewPage Wisconsin System Inc.	Registered
United States	SUPERIOR HQ	74/660,676 (13-Apr-1995)	2,014,920 (12-Nov-1996)	NewPage Wisconsin System Inc.	Registered
United States	ULTRAWE	73/741,809 (25-Jul-1988)	1,550,925 (08-Aug-1989)	NewPage Wisconsin System Inc.	Registered
Australia	UNI-THERM	878789 (12-Jun-2001)	878789 (07-Feb-2002)	NewPage Wisconsin System Inc.	Registered
Canada	UNI-THERM	1114282 (28-Aug-2001)	TMA597,090 (10-Dec-2003)	NewPage Wisconsin System Inc.	Registered
China	UNI-THERM	2001100091 (12-Jun-2001)	1925791 (21-Oct-2002)	NewPage Wisconsin System Inc.	Registered
Colombia	UNI-THERM	1081518 (24-Sep-2001)	249457 (18-Apr-2002)	NewPage Wisconsin System Inc.	Registered
European Community	UNI-THERM	002258085 (14-Jun-2001)	002258085 (22-Jun-2006)	NewPage Wisconsin System Inc.	Registered
Hong Kong	UNI-THERM	2001/13581 (20-Aug-2001)	2002B15353 (28-Nov-2002)	NewPage Wisconsin System Inc.	Registered
India	UNI-THERM	1038221 (20-Aug-2001)	1038221 (27-Dec-2007)	NewPage Wisconsin System Inc. <sup>1</sup>	Registered
Malaysia	UNI-THERM	2001/08780 (11-Jul-2001)	01008780 (23-May-2007)	NewPage Wisconsin System Inc.	Registered
Mexico	UNI-THERM	506859 (13-Sep-2001)	723376 (31-Oct-2001)	NewPage Wisconsin System Inc.	Registered
Singapore	UNI-THERM	T0113479Z (24-Aug-2001)	01/13479 (26-Mar-2003)	NewPage Wisconsin System Inc.	Registered
South Africa	UNI-THERM	2001/10156 (12-Jun-2001)	2001/10156 (23-Nov-2005)	NewPage Wisconsin System Inc.	Registered
Taiwan	UNI-THERM	90023597	1019243	NewPage Wisconsin System Inc.	Registered

<sup>1</sup> Note: Stora Enso North America was the predecessor of New Page Wisconsin System.

		(11-Jun-2001)	(16-Oct-2002)	System Inc.	
United States	UNI-THERM	76/087,894 (12-Jul-2000)	2,583,466 (18-Jun-2002)	NewPage Wisconsin System Inc.	Registered
Canada	VOYAGER	1,398,376 (05-Jun-2008)	TMA750,402 (16-Oct-2009)	NewPage Wisconsin System Inc.	Registered
United States	VOYAGER	77/443,910 (09-Apr-2008)	3,530,816 (11-Nov-2008)	NewPage Wisconsin System Inc.	Registered



C. Trademarks Owned by Verso Paper LLC

U.S. Trademark Registrations and U.S. Trademark Applications

<b>Jurisdiction</b>	<b>Trademark</b>	<b>App. No. (App. Date)</b>	<b>Reg. No. (Reg. Date)</b>	<b>Owner</b>	<b>Status</b>
United States	ADVOCATE	78/044,664 (24-Jan-2001)	2,703,228 (01-Apr-2003)	Verso Paper LLC	Registered
United States	EZ-CONTROL	85/470,392 (11-Nov-2011)	4,171,353 (10-Jul-2012)	Verso Paper LLC	Registered
United States	EZ-PRINTER	85/470,407 (11-Nov-2001)	4,171,354 (10-Jul-2012)	Verso Paper LLC	Registered
United States	EZ-SUITE	78/419,502 (16-May-2004)	3,030,600 (13-Dec-2005)	Verso Paper LLC	Registered
United States	EZ-SUPPLIER	85/470,414 (11-Nov-2011)	4,171,355 (10-Jul-2012)	Verso Paper LLC	Registered
United States	INFLUENCE	73/755,690 (03-Oct-1988)	1,542,526 (06-Jun-1989)	Verso Paper LLC	Registered
United States	INFLUENCE SOFT-GLOSS	75/551,241 (11-Sep-1988)	2,331,367 (21-Mar-2000)	Verso Paper LLC	Registered
United States	LIBERTY	78/289,303 (19-Aug-2003)	3,051,555 (24-Jan-2006)	Verso Paper LLC	Registered
United States	NEXTIER	85/470,382 (11-Nov-2011)	4,212,921 (25-Sep-2012)	Verso Paper LLC	Registered
United States	NEXTIER SOLUTIONS	85/473,710 (16-Nov-2011)	4,224,530 (16-Oct-2012)	Verso Paper LLC	Registered
United States	NXTR and Design	85/473,707 (16-Nov-2011)	4,212,936 (25-Sep-2012)	Verso Paper LLC	Registered
United States	QUINNESEC	73/353,996 (11-Mar-1982)	1,232,416 (29-Mar-1983)	Verso Paper LLC	Registered
United States	VELOCITY	75/703,686 (12-May-1999)	2,576,468 (04-Jun-2002)	Verso Paper LLC	Registered
United States	VERSO	78/908,134 (14-Jun-2006)	3,446,920 (10-Jun-2008)	Verso Paper LLC	Registered
United States	VERSO PAPER CORP	78/908,148 (14-Jun-2006)	3,428,676 (13-May-2008)	Verso Paper LLC	Registered

**D. Trademarks Owned by Verso Corporation**

**U.S. Trademark Registrations and U.S. Trademark Applications**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>App. No. (App. Date)</b>	<b>Reg. No. (Reg. Date)</b>	<b>Owner</b>	<b>Status</b>
United States	72TOYOU and Design	77/576,378 (23-Sep-2008)	3,594,856 (24-Mar-2009)	Verso Corporation	Registered
United States	ADVOCATE ROTO HI-BULK	77/588,414 (08-Oct-2008)	3,745,882 (09-Feb-2010)	Verso Corporation	Registered
United States	ASPECT	85/470,101 (11-Nov-2011)	4,361,993 (02-Jul-2013)	Verso Corporation	Registered
United States	BALANCE	86/566,785 (17-Mar-2015)	4,952,778 (03-May-2016)	Verso Corporation	Registered
United States	CLARITY	76/699,735 (05-Oct-2009)	3,805,164 (22-Jun-2010)	Verso Corporation	Registered
United States	FOCUS	86/510,977 (22-Jan-2015)	4,842,893 (27-Oct-2015)	Verso Corporation	Registered
United States	V VERSO (stylized)	85/611,635 (30-Apr-2012)	4,267,696 (01-Jan-2013)	Verso Corporation	Registered
United States	VERSO EASY CLAIM	77/576,783 (23-Sep-2008)	3,587,068 (10-Mar-2009)	Verso Corporation	Registered
United States	VERSOGROW	86/830,351 (24-Nov-2015)		Verso Corporation	Allowed
United States	VERSOPACK	85/764,226 (26-Oct-2012)	4,424,299 (29-Oct-2013)	Verso Corporation	Registered
United States	VERSORX	85/764,482 (26-Oct-2012)	4,357,826 (25-Jun-2013)	Verso Corporation	Registered
United States	VERSOVIEW	77/534,978 (30-Jul-2008)	3,586,542 (10-Mar-2009)	Verso Corporation	Registered
United States	CRAFTPOINT	86/926,103 (02-Mar-2016)		Verso Corporation	Pending
United States	LIVE PAPER	86/761,012 (18-Sep-2015)		Verso Corporation	Allowed