

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM391764

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest R/F 4773/0512		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A., as the Collateral Agent		07/15/2016	Bank: SOUTH DAKOTA
RECEIVING PARTY DATA			
Name:	Verso Paper LLC		
Street Address:	6775 Lenox Center Court, Suite 400		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38115		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
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:	2698738	TRILOGY	
Registration Number:	2576468	VELOCITY	
Registration Number:	3446920	VERSO	
Registration Number:	3428676	VERSO PAPER CORP	
CORRESPONDENCE DATA			
Fax Number:	8004947512		

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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: 202-370-4750
Email: ipteam@nationalcorp.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, LTD
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F164355
NAME OF SUBMITTER:	Karen S. Cottrell
SIGNATURE:	/Karen S. Cottrell/
DATE SIGNED:	07/18/2016

Total Attachments: 4

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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 **Citibank, N.A.**, (“Pledgee”), in favor of **Verso Paper LLC**, a Delaware limited liability company (“Pledgor”). Capitalized terms used but not defined in the Release have the meaning ascribed thereto in the Collateral Agreements (defined below).

WHEREAS, the Pledgor and Pledgee entered into that certain Trademark Collateral Agreement dated May 4, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Collateral Agreement”) pursuant to the terms and conditions of that certain Guarantee and Collateral Agreement by and between Verso Paper Finance Holdings LLC (“Holdings”), Verso Paper Holdings LLC (“Company”), Pledgor, the other pledgors party thereto and Pledgee dated May 4, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”, and together with the Trademark Collateral Agreement, the “Collateral Agreements”) in connection with that certain Credit Agreement dated May 4, 2012 among Holdings, the Company, Pledgor, the other subsidiaries of the Company party thereto, the lenders party thereto and Pledgee (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to the terms and conditions of the Collateral Agreements, Pledgor assigned and pledged to Pledgee, in its capacity as administrative agent, its successors and permitted assigns for the ratable benefit of the Secured Parties (as defined in the Collateral Agreement), and granted to the Pledgee, in its capacity as administrative agent, its successors and assigns, a security interest (the “Security Interest”) in all of Pledgor’s right, title and interest in or to any or all of the following Article 9 Collateral, then existing or thereafter acquired (the “Trademarks”): (i) trademarks of such Pledgor, including those listed on Schedule A 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, then existing or thereafter 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 (excluding any “intent-to-use” application for trademark or service mark registration listed therein and 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) or 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); (ii) all goodwill associated with or symbolized by the foregoing; (iii) all claims for, and rights to sue for, past or future infringements of the foregoing; and (iv) all proceeds, including all income, royalties, damages and payments then or thereafter due and payable, Supporting Obligations and products of any and all of the foregoing; and

WHEREAS, the Trademark Collateral Agreement was recorded with the United States Patent and Trademark Office on May 4, 2012, at Reel No. 4773, Frame No. 0512.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgee hereby, without representation, warranty or recourse of any kind (i) terminates the Trademark Collateral 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.

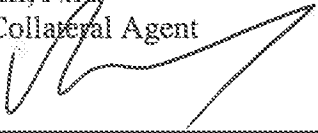
Pledgee shall take all further actions, and provide to Pledgor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Pledgor, and at 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, employee or agent 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.

Citibank, N.A.
as the Collateral Agent

By:  _____

Name: Brendan Mackay
Title: Vice President and Director

Schedule A

U.S. FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS

1. Advocate, US Registration No. 2703228, registered on April 1, 2003
2. EZ-Control, US Registration No. 4171353, registered July 10, 2012
3. EZ-Printer, US Registration No. 4171354, registered July 10, 2012
4. EZ-Suite, US Registration No. 3030600, registered on December 13, 2005
5. EZ-Supplier, US Registration No. 4171355, registered on July 10, 2012
6. Influence, US Registration No. 1542526, registered on June 6, 1989
7. Influence Soft-Gloss, US Registration No. 2331367, registered on March 21, 2000
8. Liberty, US Registration No. 3051555, registered on January 24, 2006
9. Nextier, US Registration No. 4212921, registered on September 25, 2012
10. NXTR (and design), US Registration No. 4212936, registered on September 25, 2012
11. Nextier Solutions, US Registration No. 4224530, registered on October 16, 2012
12. Quinnesec, US Registration No. 1232416, registered on March 29, 1983
13. Trilogy, US Registration No. 2698738, registered on March 18, 2003
14. Velocity, US Registration No. 2576468, registered on June 4, 2002
15. Verso, US Registration No. 3446920, registered on June 10, 2008
16. Verso Paper Corp, US Registration No. 3428676, registered on May 13, 2008