

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393488

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	4		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		07/15/2016	National Banking Association:
RECEIVING PARTY DATA			
Name:	Verso Paper LLC		
Street Address:	6775 Lenox Center Court		
Internal Address:	Suite 400		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38115		
Entity Type:	Corporation: DELAWARE		
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:	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	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$390.00 2703228

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, aspoto@paulweiss.com

Correspondent Name: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER:	Virginia F. Mann
SIGNATURE:	/Virginia F. Mann/
DATE SIGNED:	08/02/2016

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, by WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as Collateral Agent (the "Collateral Agent"), in favor of VERSO PAPER LLC (the "Pledgor").

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of August 1, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Second-Lien Notes Collateral Agreement");

WHEREAS, reference is made to that certain Notice of Security Interest in Trademarks, dated as of August 1, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement," and, together with the Second-Lien Notes Collateral Agreement, the "Collateral Agreements"), made by the Pledgor in favor of the Collateral Agent, which was recorded with the United States Patent and Trademark Office on August 20, 2014 at Reel/Frame No. 5348/0904;

WHEREAS, pursuant to the Collateral Agreements, the Pledgor pledged to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties (as defined in the Second Lien Notes Collateral Agreement) and granted to the Collateral Agent, its successors and assigns, a security interest (the "Security Interest") in all right, title and interest in or to the Trademark Collateral (as defined in the Trademark Security Agreement), including any and all of the following Article 9 Collateral, then existing or thereafter acquired, of the Pledgor (the "Trademark Collateral"): (i) Trademarks of Pledgor, including those listed on Schedule I hereto, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logo, 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 in the United States Patent and Trademark Office; (ii) all goodwill associated with or symbolized 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 Pledgor has requested that the Collateral Agent terminate and release its lien on, and security interest in and to, the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Collateral Agent agrees as follows.

1. Definitions. Capitalized terms used in this Release and not otherwise defined herein will have the meanings specified in the Collateral Agreements.

2. Termination of Security Interest. The Collateral Agent, without representation, warranty or recourse of any kind, hereby (i) terminates the Trademark Collateral Agreement and hereby terminates, cancels, discharges and fully releases its security interest (including the Security Interest) in, to and under the Trademark Collateral and (ii) reassigns to Pledgor any and all such right, title and interest that it may have in the applicable Trademark Collateral to Pledgor.

If and to the extent the Collateral Agent has acquired any right, title or interest in or to any of the Trademark Collateral, including, without limitation, in or to any goodwill associated therewith, it hereby assigns and transfers such right, title or interest to the applicable Pledgor, without any representation, warranty, or recourse of any kind.

3. Recordation. Effective upon the date first written above, the Collateral Agent authorizes and requests the United States Patent and Trademark Office and any applicable government officer to record this Release against the Trademark Collateral.

4. Further Assurances. The Collateral Agent hereby agrees to take all further actions, and provide to Pledgor and their 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, at Pledgor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release will be governed by and construed in accordance with the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its duly authorized officer as of the day and year first above written.

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
as Collateral Agent

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

[Signature Page to Trademark Release]

TRADEMARK
REEL: 005845 FRAME: 0656

SCHEDULE 1

U.S. Trademarks

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