

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM562197

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	AFFIDAVIT TO AFFIRM THE RELEASE OF SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Barclays Bank, PLC, as Collateral Agent		02/14/2020	Bank: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pixelle Androscoggin LLC		
<b>Street Address:</b>	228 South Main Street		
<b>City:</b>	Spring Grove		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	17362		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5891542	CRAFTPOINT	
<b>Registration Number:</b>	4361993	ASPECT	
<b>Registration Number:</b>	1268601	POINT	
<b>Registration Number:</b>	2583466	UNI-THERM	
<b>Registration Number:</b>	2576468	VELOCITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<i>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.</i>			
<b>Phone:</b>	202.370.4750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1187491		
<b>NAME OF SUBMITTER:</b>	Elizabeth Wagenbach		
<b>SIGNATURE:</b>	/Elizabeth Wagenbach/		
<b>DATE SIGNED:</b>	02/14/2020		

OP \$140.00 5891542

**Total Attachments: 39**

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## AFFIDAVIT TO AFFIRM THE RELEASE OF SECURITY AGREEMENT

This Affidavit to Affirm the Release of Security Agreement (“Affidavit”) is effective as of February 14, 2020 pursuant to the fulfillment of the loan obligations.

I, John P. Jacunski, do hereby declare as follows:

1. I am the SVP & CFO of Pixelle Androscoggin LLC (f/k/a Verso Androscoggin LLC), a Delaware limited liability company, located at 228 South Main Street, Spring Grove, PA 17362.
2. On July 15, 2016, NewPage Corporation, a Delaware corporation, NewPage Wisconsin System Inc., a Wisconsin corporation, Verso Paper LLC, a Delaware limited liability company (each, a “Pledgor” and collectively, the “Pledgors”), and Barclays Bank PLC, as collateral agent (in such capacity, together with any successor collateral agent, the “Collateral Agent”), entered into that certain Trademark Security Agreement (Term Loan Facility), which was recorded with the U.S. Patent and Trademark Office (the “USPTO”) on July 15, 2016 at Reel/Frame No. 5835/0183 (the “Trademark Security Agreement”), pursuant to which the Pledgors granted to the Collateral Agent a security interest in all right, title and interest in or to any and all of the IP Collateral (as defined in the Trademark Security Agreement), including those certain trademark registrations listed in the attached Exhibit A (the “Specified Trademarks”).
3. On September 10, 2018, the Collateral Agent executed and delivered that certain Release of Security Interests, dated as of September 10, 2018 (the “Release”), in favor of Verso Paper Holding LLC (“Verso Paper”), pursuant to which (a) the Collateral Agent released, absolutely, unconditionally, irrevocably and forever, all security interests granted to the Collateral Agent in respect of the Trademark Security Agreement, including all security interests in respect of the Specified Trademarks, and (b) the Collateral Agent authorized Verso Paper and any of its designees to file and record releases of security interests in intellectual property in respect of the Trademark Security Agreement, including all security interests in respect of the Specified Trademarks.
4. Based solely on the Release, to the best of my knowledge, all security interests granted to the Collateral Agent in respect of the Specified Trademarks have been released, discharged and terminated.
5. Due to unknown reasons, a release of the Trademark Security Agreement was not filed with the USPTO.

The undersigned, being hereby advised that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, declares that the facts set forth in this Affidavit are true; all statements made of his/her own knowledge are true; and all statements made on information and belief are believed to be true.

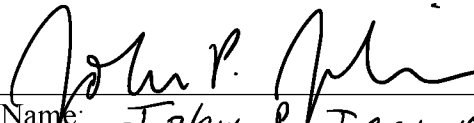
By:   
Name: John P. JACUNSKI  
Title: SVP + CFO

Exhibit A

**U.S. FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS**

	<b>Trademark</b>	<b>App. No. App. Date</b>	<b>Reg. No (Reg. Date)</b>	<b>Owner</b>	<b>Status</b>
1.	CRAFTPOINT	86/926,103 (02-Mar-2016)	5,891,542 (22-Oct-2019)	Pixelle Androscoggin LLC (f/k/a Verso Androscoggin LLC)	Registered
2.	ASPECT	85/470,101 (11-Nov-2011)	4,361,993 (02-Jul-2013)	Pixelle Androscoggin LLC (f/k/a Verso Androscoggin LLC)	Registered
3.	POINT	73/340,313 (07-Dec-1981)	1,268,601 (28-Feb-1984)	Pixelle Androscoggin LLC (f/k/a Verso Androscoggin LLC)	Registered
4.	UNI-THERM	76/087,894 (12-Jul-2000)	2,583,466 (18-Jun-2002)	Pixelle Androscoggin LLC (f/k/a Verso Androscoggin LLC)	Registered
5.	VELOCITY	75/703,686 (12-May-1999)	2,576,468 (04-Jun-2002)	Pixelle Androscoggin LLC (f/k/a Verso Androscoggin LLC)	Registered

BARCLAYS  
745 Seventh Avenue  
New York, New York 10019

**Pay-Off Letter**

September 10, 2018

Verso Paper Holding LLC  
Verso Holding LLC  
8540 Gander Creek Drive  
Miamisburg, OH 45342  
Attention: Allen J. Campbell

Ladies and Gentlemen:

Reference is made to that certain Senior Secured Term Loan Agreement, dated as of July 15, 2016 (as amended by the First Amendment dated as of December 5, 2016, and as further amended, restated, supplemented or otherwise modified to the date hereof, the “**Credit Agreement**”), among Verso Holding LLC (formerly known as Verso Paper Finance Holdings LLC), a Delaware limited liability company (“**Holdings**”), Verso Paper Holding LLC, a Delaware limited liability company (the “**Borrower**”), each of the Subsidiary Loan Parties party thereto, Barclays Bank PLC, as administrative agent for the Lenders (in such capacity, the “**Administrative Agent**”) and as collateral agent for the Lenders and other Secured Parties (in such capacity, the “**Collateral Agent**,” and together with the Administrative Agent in their respective capacities, the “**Agents**”), and each of the Lenders and other parties party thereto. Capitalized terms used herein that are defined in the Credit Agreement and not otherwise defined herein have the meanings given in the Credit Agreement.

The Administrative Agent understands that on the Pay-Off Date (as defined below), the Borrower expects to repay in full all obligations and liabilities of the Borrower and the other Loan Parties to the Lenders and the Agents under or in respect of the Credit Agreement and the other Loan Documents.

You have delivered to us a notice of prepayment of all outstanding Loans effective on September 10, 2018 (the “**Pay-Off Date**”).

Subject to your acceptance of this letter by execution of a counterpart of this letter in the space provided below, you (on behalf of yourself and the other Loan Parties) and we (acting in our respective capacities as Administrative Agent and Collateral Agent) hereby confirm and agree as follows:

1. You hereby confirm and agree that on the Pay-Off Date:

(a) all Commitments (if any) or other obligations to extend credit under the Credit Agreement and the other Loan Documents will be terminated and all obligations of the Lenders, Agents and other Secured Parties owed to any of the Loan Parties or any other person in respect of the Commitments or any extensions of credit under the Credit Agreement and the other Loan Documents will terminate and be forever discharged other than those provisions therein that expressly survive termination; and

(b) you will prepay in full all outstanding Loans together with (i) all interest accrued thereon to the Pay-Off Date, (ii) all unpaid fees under the Credit Agreement (collectively, the “**Specified**

**Fees**”) and (iii) the other Obligations listed on Annex I hereto (the “**Other Specified Obligations**” and, together with the items described in clauses (i) and (ii) hereof, the “**Pay-Off Amount**”) (it being acknowledged that the Pay-Off Amount does not include the fees and out-of-pocket charges and disbursements of Skadden, Arps, Slate, Meagher & Flom LLP, as counsel to the Agents, which shall be payable by the Borrower in accordance with Section 10.05 of the Credit Agreement following delivery of an invoice for such amounts).

2. Based on the records maintained by us as provided in the Credit Agreement and other information provided to us, the aggregate amount required on the Pay-Off Date to pay all outstanding Loans with all unpaid interest accrued thereon to the Pay-Off Date, to pay all Specified Fees accrued to the Pay-Off Date and to pay Other Specified Obligations will be US\$49,960,000.14, consisting of the items on Annex I. The calculation of the Pay-Off Amount does not include any breakage fees with respect to Eurocurrency Loans. Notwithstanding the delivery of the Pay-Off Amount by the Borrower, the Borrower will remain obligated to pay to the Administrative Agent, for distribution to the Lenders, as appropriate, all applicable breakage fees pursuant to the provisions of Section 2.13 of the Credit Agreement. The Borrower shall promptly pay such breakage fees to the Administrative Agent upon receipt of notice(s) from the Administrative Agent or applicable Lender specifying the amount thereof.

3. If on the Pay-Off Date we receive, as Administrative Agent, payment of the Pay-Off Amount to the Administrative Agent by wire transfer (together with notification to it of the applicable federal funds wire reference number) of freely and immediately available funds to:

Bank:	Barclays Bank PLC
Address:	745 7 <sup>th</sup> Avenue, New York, NY 10019
ABA Number:	026 002 574
Account Name:	Clad Control Account
Account Number:	(            )
Reference:	Verso Paper Holding LLC

then, pursuant to the applicable provisions of this letter and the terms of the Loan Documents:

(i) simultaneously with the satisfaction of the conditions set forth in this paragraph 3, except as set forth in this letter and except for any provisions and Obligations that by their terms expressly survive the termination of the Credit Agreement or any other Loan Document (including, without limitation, those arising under Sections 2.12, 2.14 and 10.05 of the Credit Agreement) (collectively, the “**Surviving Obligations**”), (x) the Loan Documents shall terminate and (y) the outstanding Obligations of the Loan Parties shall be automatically discharged without any further action by any Person;

(ii) simultaneously with the satisfaction of the conditions set forth in this paragraph 3, (x) each Guarantor shall be released from its Guarantee of the Obligations and (y) the Release (as defined below) shall become effective; and

(iii) the Collateral Agent will:

(x) simultaneously with the satisfaction of the conditions set forth in this paragraph 3, deliver to the Borrower a Release of Security Interests executed by the Collateral Agent in the form of Exhibit A hereto or otherwise reasonably acceptable to the Borrower (the “**Release**”);

(y) simultaneously with or after the delivery of the Release, deliver to the Borrower each of the documents contemplated to be delivered by the Collateral Agent pursuant to the Release; and

(z) simultaneously with or after the delivery of the Release, deliver to your representative O'Melveny & Myers LLP the membership or stock certificates listed on Annex II hereto (the "**Specified Stock Certificates**"), and you, on behalf of the Loan Parties, hereby irrevocably authorize and direct us to make such delivery and agree that acknowledgement of receipt of such delivery by such counsel will discharge all of the Agents' and other Secured Parties' obligations in respect of the redelivery of the Specified Stock Certificates to you and the other Loan Parties.

Notwithstanding anything to the contrary contained herein, you, on behalf of the Loan Parties, acknowledge and agree that our obligations under this paragraph 3 will not become effective or enforceable, the termination and discharge described in this paragraph 3 will not be effective or enforceable, the documents identified in clauses (iii)(x) and (iii)(y) above will not be delivered, effective or enforceable, and the delivery provided for in clause (iii)(z) above will not be made or effective, in each case until the conditions set forth in this paragraph 3 are satisfied, and for this purpose time will be of the essence.

If the Pay-Off Amount is not received by the Administrative Agent on or before 2:00 p.m., New York City time, on September 10, 2018 (the "**Cut-Off Time**"), the Pay-Off Amount will increase by an amount equal to \$18,487.87 per day (the "**Per Diem**"), for each additional day or portion thereof until the actions set forth in clauses (a) and (b) of paragraph 1 of this letter have been consummated.

In connection with the delivery of the Specified Stock Certificates referred to in clause (iii)(z) above, you, on behalf of the Loan Parties, hereby represent and warrant to the Agents, for the benefit of the Secured Parties, that (A) the Agents are permitted and authorized to so deliver the Specified Stock Certificates under the terms of the ABL Intercreditor Agreement and the other Loan Documents, (B) none of the Agents, the Loan Parties or their Affiliates are required to deliver the Specified Stock Certificates to the ABL Agent pursuant to the ABL Intercreditor Agreement or any other ABL Loan Documents, and (C) the Agents are authorized to rely on the representations and warranties set forth in this sentence in connection with any actions taken or documents executed in connection therewith.

4. The release of Liens and delivery of pledged collateral provided for herein will not discharge or in any manner affect or impair the enforceability of any Surviving Obligations. In addition, any breakage costs of the Lenders which are not reimbursed at or prior to the Cut-Off Time shall survive the termination of the Credit Agreement without prejudice and remain in full force and effect, immediately due and owing to the Lenders.

5. Each Loan Party jointly and severally agrees to (a) reimburse the Agents, the Lenders and other Secured Parties for any and all loss, damages or reasonable and documented costs or expenses (including attorneys' fees and legal expenses) which any Secured Party may suffer or incur at any time as a result of (i) any bookkeeping, accounting or other errors in calculation of the Borrower's loan account or any amount to be paid hereunder to any of the Secured Parties requiring an adjustment thereto in favor of the Agents and/or the Lenders, together with any expenses or other charges incident thereto, and (ii) any non-payment, claim, refund or dishonor of any checks or other similar items which have been credited by any Agent to the account of any Loan Party with any of the Agents, and (b) indemnify and hold the Agents, the Lenders and other Secured Parties harmless from and against any and all loss, liability or damage whatsoever by reason of claims made under clause (a) above (including reasonable and documented attorneys' fees and legal expenses), in each case, in accordance with the



Credit Agreement or any other Loan Document; provided that such reimbursement and indemnity shall not be available to any Agent, Lender or other Secured Party to the extent that such loss, liability or damage is determined by any court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such party.

6. Notwithstanding anything to the contrary contained herein, each of the Loan Parties acknowledges and agrees that the agreements of the Agents and other Secured Parties hereunder, including pursuant to paragraph 3 above, shall be rescinded and the Loan Documents, the Obligations and any agreements related thereto shall be reinstated (without need for any action by any Person) and shall be enforceable against each of the Loan Parties and their successors and assigns if at any time payment, or any part thereof, or other amount or value received on account of any of the Pay-Off Amount, any Per Diem Amounts or any other Obligations is ever avoided, rescinded, set aside or must otherwise be repaid, restored or returned by any Agent, any Lender or any other Secured Party, whether in connection with the insolvency, bankruptcy, dissolution, liquidation or reorganization of or similar proceeding involving the Borrower, any other Loan Party or any other obligor, in connection with the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower, any other Loan Party or any other obligor or any substantial part of its property, or otherwise, all as though such payments had not been made. In such event, such amount and the liability intended to be paid shall immediately be reinstated, without need for any action by any Person, and each Loan Party shall be and remain jointly and severally liable to the Secured Parties for the amount so repaid, returned or recovered to the same extent as if such amount had never originally been received by such Secured Party.

7. All of the foregoing actions set forth herein shall be taken at the expense of the Loan Parties in accordance with the terms of the Credit Agreement and the other Loan Documents and with no representation or warranty by any Agent, any Lender or any other Secured Party except as specifically addressed herein.

**8. FOR THE PURPOSES OF INDUCING THE AGENTS TO ENTER INTO THIS LETTER, WHICH RESULTS IN DIRECT ECONOMIC BENEFIT TO THE BORROWER AND THE LOAN PARTIES, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE BORROWER AND THE LOAN PARTIES HEREBY RELEASE, ACQUIT, FOREVER DISCHARGE, AND COVENANT NOT TO SUE, THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT, ANY OF THE LENDERS OR ANY AGENT, NOR ANY OF THEIR BENEFICIARIES, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SERVANTS, ATTORNEYS AND REPRESENTATIVES, NOR THEIR RESPECTIVE HEIRS, EXECUTORS, LEGAL REPRESENTATIVES, ADMINISTRATORS, PREDECESSORS IN INTEREST, SUCCESSORS AND ASSIGNS (EACH INDIVIDUALLY, A "RELEASED PARTY" AND COLLECTIVELY, THE "RELEASED PARTIES") WITH RESPECT TO ANY AND ALL CLAIMS, DEMANDS, DEBTS, LIABILITIES, SUITS, OFFSETS AGAINST THE INDEBTEDNESS EVIDENCED BY THE LOAN DOCUMENTS AND ACTIONS, CAUSES OF ACTION OR CLAIMS FOR RELIEF OF WHATEVER KIND OR NATURE, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED BY BORROWER OR ANY LOAN PARTY, WHICH THE BORROWER, ANY LOAN PARTY OR ANY SUBSIDIARY THEREOF MAY HAVE OR WHICH MAY HEREAFTER ACCRUE RELATED TO ANY ACTIONS OR FACTS OCCURRING PRIOR TO THE DATE OF THIS LETTER AGAINST ANY RELEASED PARTY, FOR OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER OCCURRING ON OR PRIOR TO THE DATE OF THIS LETTER, WHICH RELATE TO, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY THE CREDIT AGREEMENT, ANY NOTE, ANY SECURITY INSTRUMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS EVIDENCED THEREBY, INCLUDING, WITHOUT LIMITATION, ANY DISBURSEMENTS UNDER THE CREDIT**

**AGREEMENT, ANY NOTES, THE NEGOTIATION OF ANY OF THE CREDIT AGREEMENT, THE NOTES, OR THE OTHER LOAN DOCUMENTS, THE TERMS THEREOF, OR THE APPROVAL, ADMINISTRATION, ENFORCEMENT OR SERVICING THEREOF, BUT EXCLUDING ANY CLAIMS, DEMANDS, DEBTS, LIABILITIES, OR SUITS (WHETHER KNOWN OR UNKNOWN) TO THE EXTENT ARISING AT ANY TIME UNDER OR WITH RESPECT TO (A) THIS LETTER, (B) ANY OTHER AGREEMENT OR INSTRUMENT THAT IS NOT A LOAN DOCUMENT, OR (C) ANY TRANSACTION THAT IS NOT A TRANSACTION EVIDENCED BY A LOAN DOCUMENT.**

9. You, on behalf of the Loan Parties, confirm and agree that the indemnification, hold harmless, expense reimbursement and exculpatory provisions set forth in Section 10.05 of the Credit Agreement will, subject to the terms thereof, apply to and be enforceable by each of the undersigned Agents in respect of such Agent's execution and delivery of this letter and the other instruments and agreements provided for herein, all actions taken or omitted by any undersigned Agent and all claims based upon or arising in connection with any of the foregoing. Each of the undersigned Agents reserves the right to enforce, in respect of such execution, delivery, actions or claims, each and all of the rights, benefits, immunities, exculpatory provisions and indemnities enforceable by such Agent as an Agent under Articles IX and X of the Credit Agreement and any similar provisions contained in any other Loan Document.

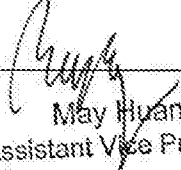
10. THIS LETTER AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. The provisions of Sections 10.11 and 10.15 of the Credit Agreement, as applicable (including waiver of the right to trial by jury), will apply with like effect to this letter and any dispute arising hereunder.

11. This letter (i) may be executed in one or more counterparts, all of which, taken together, shall constitute one and the same instrument, (ii) sets forth the entire agreement among the parties relating to the subject matter pertaining hereto, and no term or provision hereof may be amended, changed, waived, discharged or terminated orally or otherwise, except in writing signed by each such party, (iii) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and (iv) may be delivered by facsimile or other means of electronic transmission (including .pdf) and such transmission shall constitute an original for all purposes, and no party seeking to enforce any provision hereof shall be required to produce a manually executed counterpart of this letter.

[Remainder of page intentionally left blank]

Very truly yours,

**BARCLAYS BANK PLC,**  
as Administrative Agent and as Collateral Agent

By:   
Name: \_\_\_\_\_  
Title: May Huang  
Assistant Vice President

[Signature Page -- Pay-Off Letter -- Verso Term Loan Facility]

**TRADEMARK**  
**REEL: 006864 FRAME: 0536**

Accepted and agreed to as of the date  
first written above:

**VERSO PAPER HOLDING LLC,  
as the Borrower**

By:   
Name: **Timothy D. Nusbaum**  
Title: **Treasurer**

**VERSO HOLDING LLC,  
as Holdings**

By:   
Name: **Timothy D. Nusbaum**  
Title: **Treasurer**

<u>Pay-Off Amount</u>	<u>Amount</u>
Loans	
principal	\$49,130,404.40
interest to the Pay-Off Date	\$334,691.70
Specified Fees accrued to the Pay-Off Date	
under Section 2.09(b) of the Credit Agreement	\$491,304.04
Other Specified Obligations	
SyndTrak expenses	\$3,600.00
<b>Pay-Off Amount:</b>	<b>\$49,960,000.14</b>

## Specified Stock Certificates

<b>Debtor/Grantor</b>	<b>Issuer</b>	<b>Class</b>	<b>Shares Pledged or Ownership %</b>	<b>Certificate No.</b>
NewPage Corporation	NewPage Energy Services LLC	LLC membership interests	100%	2
NewPage Corporation	Wickliffe Paper Company LLC	LLC membership interests	100%	2
NewPage Corporation	Escanaba Paper Company	Common stock	100 shares	5
NewPage Corporation	Luke Paper Company	Common stock	100 shares	4
NewPage Corporation	NewPage Consolidated Papers Inc.	Common stock	2,259 shares	8
NewPage Investment Company LLC	NewPage Corporation	Common stock	100 shares	2
Verso Paper Holdings LLC	NewPage Holdings Inc.	Common stock	1,000 shares	1
NewPage Corporation	Rumford Paper Company	Common stock	200 shares	5
NewPage Corporation	Upland Resources, Inc.	Common stock	1,000,000 shares	12
Verso Paper Holdings LLC	Verso Paper Inc.	Common stock	1,000 shares	1
NewPage Holdings Inc.	NewPage Investment Company LLC	LLC membership interests	1 unit	2
Verso Paper LLC	nexTier Solutions Corporation	Common stock	1,000 shares	20
NewPage Consolidated Papers Inc.	NewPage Wisconsin System Inc.	Common stock	200 shares	5
Verso Paper LLC	Verso Quinnesec REP Holding Inc.	Common stock	1,000 shares	1
NewPage Corporation	Chillicothe Paper Inc.	Common stock	100 shares	2

BARCLAYS  
745 Seventh Avenue  
New York, New York 10019

**Release of Security Interests**

September 10, 2018

Verso Paper Holding LLC  
8540 Gander Creek Drive  
Miamisburg, OH 45342  
Attention: Allen J. Campbell

Reference is made to (i) that certain Senior Secured Term Loan Agreement, dated as of July 15, 2016 (as amended by the First Amendment dated as of December 5, 2016, and as further amended, restated, supplemented or otherwise modified to the date hereof, the “**Credit Agreement**”), among Verso Holding LLC (formerly known as Verso Paper Finance Holdings LLC), a Delaware limited liability company (“**Holdings**”), Verso Paper Holding LLC, a Delaware limited liability company (the “**Borrower**”), each of the Subsidiary Loan Parties party thereto, Barclays Bank PLC, as administrative agent for the Lenders (in such capacity, the “**Administrative Agent**”) and as collateral agent for the Lenders and other Secured Parties (in such capacity, the “**Collateral Agent**,” and together with the Administrative Agent in their respective capacities, the “**Agents**”), and each of the Lenders and other parties party thereto, and (ii) the following security documents (the “**Security Documents**”) delivered to the undersigned in its capacity as the Collateral Agent under the Credit Agreement:

- A. that certain Guarantee and Collateral Agreement (Term Loan Facility), dated as of July 15, 2016 (as amended, restated, supplemented or otherwise modified to the date hereof, the “**Collateral Agreement**”) among Holdings, the Borrower, the Subsidiary Loan Parties and the Collateral Agent;
- B. that certain Trademark Security Agreement (Term Loan Facility), dated as of July 15, 2016, made by the Loan Parties party thereto, in favor of the Collateral Agent;
- C. that certain Patent Security Agreement (Term Loan Facility), dated as of July 15, 2016, made by the Loan Parties party thereto, in favor of the Collateral Agent;
- D. that certain Copyright Security Agreement (Term Loan Facility), dated as of July 15, 2016, made by the Loan Parties party thereto, in favor of the Collateral Agent;
- E. the agreements described on Schedule I hereto (collectively, the “**Account Control Agreements**”); and
- F. the Mortgages.

Capitalized terms used herein that are defined in the Credit Agreement and not otherwise defined herein have the meanings given in the Credit Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Release. The undersigned as Collateral Agent hereby releases, absolutely, unconditionally, irrevocably and forever, all security interests granted to the undersigned as Collateral Agent under the Security Documents (the “**Security Interests**”) and agrees that all of the Security Interests will be, and hereby are, forever discharged.

2. Terms of Release. The release set forth in paragraph 1 above (a) is a quitclaim release of any and all of the Security Interests insofar as they attach to any property of any grantor under the Security Documents and (b) is given and will be effective without any recourse to the undersigned (whether as an Agent or in its personal capacity) and without any statement, representation, warranty, promise or undertaking whatsoever by the undersigned (whether as an Agent or in its personal capacity). No obligation secured by the Security Interests is released, discharged or terminated hereby. This Release of Security Interests is delivered pursuant to and on the terms set forth in our letter to you entitled “Pay-Off Letter” and dated September 10, 2018.

3. Termination of Financing Statements; Filing of Mortgage Releases and Intellectual Property Releases. The undersigned as Collateral Agent hereby authorizes you (or any person or entity designated by you as your delegate for this purpose) to (i) file all Uniform Commercial Code termination statements attached hereto as Annex A as are necessary to effectuate, or reflect of public record, the release and discharge of the Security Interests, (ii) file and record satisfactions of mortgages and releases of deeds of trust, and related termination statements of fixture filings, in respect of each of the Mortgages and related fixture filings listed on Schedule II hereto and (iii) file and record releases of security interest in intellectual property, and any related filings, in respect of each of the Intellectual Property Security Agreements (as defined in the Collateral Agreement) listed on Schedule III hereto.

4. Termination of Account Control Agreements. The undersigned as Collateral Agent hereby terminates (i) the Account Control Agreement described on Part A of Schedule I hereto, and (ii) solely as to the Collateral Agent and not as to any other party thereto, the Account Control Agreements described on Part B of Schedule I hereto. The undersigned as Collateral Agent agrees to execute and deliver reasonable and customary termination notices or amendments, as applicable, in respect of each such Account Control Agreement, at your expense and as reasonably requested by you. You are authorized to deliver a copy of this Release of Security Interests to each depository bank referred to in Part A and Part B of Schedule I hereto. For the avoidance of doubt, this Release of Security Interests shall not constitute a termination as to the ABL Agent or any other party under any Account Control Agreement described on Part B of Schedule I hereto.

5. Further Lien Releases. The undersigned as Collateral Agent agrees that if you at any time determine and notify the undersigned as Collateral Agent in writing that the delivery of any additional instrument executed or authorized by the undersigned as Collateral Agent is required to release, discharge or terminate (a) any Security Interest, (b) any other Lien (as defined in the Credit Agreement) securing the payment of loans under the Credit Agreement granted to the undersigned as Collateral Agent pursuant to any security agreement, mortgage, deed of trust, deed to secure debt, collateral assignment or other grant of security (an “**Other Lien**”) or (c) any notice, filing or registration of any Security Interest or Other Lien, the undersigned will, at your expense and as reasonably requested by you in such notice, execute and deliver (and if requested acknowledge) such other instruments or take such other reasonably requested action effecting or confirming the release, discharge or termination of any Security Interest or Other Lien or any notice, filing or registration of any Security Interest or Other Lien on the terms set forth in paragraph 2 and otherwise in form and substance reasonably satisfactory to the undersigned. In addition, the Collateral Agent hereby authorizes (to the extent such authorization is required from the Collateral Agent) the Borrower, the Guarantors and their counsel to re-issue or cancel, as applicable, any certificates as may be necessary to effectuate the removal of the Collateral Agent (in its capacity as such) as a loss payee or additional insured under any insurance policy of the Borrower or any Guarantor for



which the Collateral Agent (in its capacity as such) was named as a loss payee or additional insured prior to the date hereof pursuant to the Credit Agreement or any Security Document.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned as Collateral Agent, by its duly authorized signatory, has executed and delivered this Release of Security Interests on this 10 day of September 2018.

**BARCLAYS BANK PLC,**  
as Collateral Agent

By:  \_\_\_\_\_  
Name: May Huang  
Title: Assistant Vice President

UCC-3 Termination Statements

(See attached.)

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)  
**Kimberly D. Grotenrath (202) 383-5224**

B. E-MAIL CONTACT AT FILER (optional)  
**kgrotenrath@omm.com**

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

**O'Melveny & Myers LLP**  
**1625 Eye Street, NW**  
**Washington, DC 20006**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
**2017 0051711**

1b.  This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS  
 Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3.  **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  **PARTY INFORMATION CHANGE:**  
 Check one of these two boxes:  Debtor or  Secured Party of record  
 AND Check one of these three boxes to:  CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c  ADD name: Complete item 7a or 7b, and item 7c  DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME  
 INDIVIDUAL'S FIRST PERSONAL NAME  
 INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

8.  **COLLATERAL CHANGE:** Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral  
 Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
 If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME  
**Barclays Bank PLC, as Collateral Agent**

OR

9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**  
**Filing with DE Secretary of State; Debtor: Verso Energy Holding LLC**

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Kimberly D. Grotenrath (202) 383-5224
B. E-MAIL CONTACT AT FILER (optional)
kgrotenrath@omm.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
O'Melveny & Myers LLP
1625 Eye Street, NW
Washington, DC 20006

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2016 4281737
1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. [X] TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. [ ] ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. [ ] CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. [ ] PARTY INFORMATION CHANGE:
Check one of these two boxes: AND Check one of these three boxes to:
This Change affects [ ] Debtor or [ ] Secured Party of record [ ] CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c [ ] ADD name: Complete item 7a or 7b, and item 7c [ ] DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)
6a. ORGANIZATION'S NAME
OR
6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)
7a. ORGANIZATION'S NAME
OR
7b. INDIVIDUAL'S SURNAME
INDIVIDUAL'S FIRST PERSONAL NAME
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

8. [ ] COLLATERAL CHANGE: Also check one of these four boxes: [ ] ADD collateral [ ] DELETE collateral [ ] RESTATE covered collateral [ ] ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here [ ] and provide name of authorizing Debtor
9a. ORGANIZATION'S NAME
Barclays Bank PLC, as Collateral Agent
OR
9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
Filing with DE Secretary of State; Debtor: Verso Energy Services LLC

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Kimberly D. Grotenrath (202) 383-5224
B. E-MAIL CONTACT AT FILER (optional)
kgrotenrath@omm.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
O'Melveny & Myers LLP
1625 Eye Street, NW
Washington, DC 20006

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2017 0051943
1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. [X] TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. [ ] ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

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Check one of these two boxes: AND Check one of these three boxes to:
This Change affects [ ] Debtor or [ ] Secured Party of record [ ] CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c [ ] ADD name: Complete item 7a or 7b, and item 7c [ ] DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)
6a. ORGANIZATION'S NAME
OR
6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)
7a. ORGANIZATION'S NAME
OR
7b. INDIVIDUAL'S SURNAME
INDIVIDUAL'S FIRST PERSONAL NAME
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

8. [ ] COLLATERAL CHANGE: Also check one of these four boxes: [ ] ADD collateral [ ] DELETE collateral [ ] RESTATE covered collateral [ ] ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here [ ] and provide name of authorizing Debtor
9a. ORGANIZATION'S NAME
Barclays Bank PLC, as Collateral Agent
OR
9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
Filing with DE Secretary of State; Debtor: Verso Escanaba LLC

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Kimberly D. Grotenrath (202) 383-5224
B. E-MAIL CONTACT AT FILER (optional)
kgrotenrath@omm.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
O'Melveny & Myers LLP
1625 Eye Street, NW
Washington, DC 20006

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2016 4281851
1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. [X] TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. [ ] ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. [ ] CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. [ ] PARTY INFORMATION CHANGE:
Check one of these two boxes: AND Check one of these three boxes to:
This Change affects [ ] Debtor or [ ] Secured Party of record [ ] CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c [ ] ADD name: Complete item 7a or 7b, and item 7c [ ] DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)
6a. ORGANIZATION'S NAME
OR
6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)
7a. ORGANIZATION'S NAME
OR
7b. INDIVIDUAL'S SURNAME
INDIVIDUAL'S FIRST PERSONAL NAME
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

8. [ ] COLLATERAL CHANGE: Also check one of these four boxes: [ ] ADD collateral [ ] DELETE collateral [ ] RESTATE covered collateral [ ] ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here [ ] and provide name of authorizing Debtor
9a. ORGANIZATION'S NAME
Barclays Bank PLC, as Collateral Agent
OR
9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
Filing with DE Secretary of State; Debtor: Verso Holding LLC

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Kimberly D. Grotenrath (202) 383-5224
B. E-MAIL CONTACT AT FILER (optional)
kgrotenrath@omm.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
O'Melveny & Myers LLP
1625 Eye Street, NW
Washington, DC 20006

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2016 4281398
1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. [X] TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. [ ] ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. [ ] CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. [ ] PARTY INFORMATION CHANGE:
Check one of these two boxes: AND Check one of these three boxes to:
This Change affects [ ] Debtor or [ ] Secured Party of record [ ] CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c [ ] ADD name: Complete item 7a or 7b, and item 7c [ ] DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)
6a. ORGANIZATION'S NAME
OR
6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)
7a. ORGANIZATION'S NAME
OR
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INDIVIDUAL'S FIRST PERSONAL NAME
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

8. [ ] COLLATERAL CHANGE: Also check one of these four boxes: [ ] ADD collateral [ ] DELETE collateral [ ] RESTATE covered collateral [ ] ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here [ ] and provide name of authorizing Debtor
9a. ORGANIZATION'S NAME
Barclays Bank PLC, as Collateral Agent
OR
9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
Filing with DE Secretary of State; Debtor: Verso Luke LLC



UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Kimberly D. Grotenrath (202) 383-5224
B. E-MAIL CONTACT AT FILER (optional)
kgrotenrath@omm.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
O'Melveny & Myers LLP
1625 Eye Street, NW
Washington, DC 20006

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2017 0052479
1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. [X] TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. [ ] ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. [ ] CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. [ ] PARTY INFORMATION CHANGE:
Check one of these two boxes: AND Check one of these three boxes to:
This Change affects [ ] Debtor or [ ] Secured Party of record [ ] CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c [ ] ADD name: Complete item 7a or 7b, and item 7c [ ] DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)
6a. ORGANIZATION'S NAME
OR
6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)
7a. ORGANIZATION'S NAME
OR
7b. INDIVIDUAL'S SURNAME
INDIVIDUAL'S FIRST PERSONAL NAME
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

8. [ ] COLLATERAL CHANGE: Also check one of these four boxes: [ ] ADD collateral [ ] DELETE collateral [ ] RESTATE covered collateral [ ] ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here [ ] and provide name of authorizing Debtor
9a. ORGANIZATION'S NAME
Barclays Bank PLC, as Collateral Agent
OR
9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
Filing with DE Secretary of State; Debtor: Verso Minnesota Wisconsin LLC

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Kimberly D. Grotenrath (202) 383-5224
B. E-MAIL CONTACT AT FILER (optional)
kgrotenrath@omm.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
O'Melveny & Myers LLP
1625 Eye Street, NW
Washington, DC 20006

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2016 4282602
1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. [X] TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. [ ] ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. [ ] CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

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Check one of these two boxes: AND Check one of these three boxes:
This Change affects [ ] Debtor or [ ] Secured Party of record [ ] CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c [ ] ADD name: Complete item 7a or 7b, and item 7c [ ] DELETE name: Give record name to be deleted in item 6a or 6b

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OR
6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

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7a. ORGANIZATION'S NAME
OR
7b. INDIVIDUAL'S SURNAME
INDIVIDUAL'S FIRST PERSONAL NAME
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

8. [ ] COLLATERAL CHANGE: Also check one of these four boxes: [ ] ADD collateral [ ] DELETE collateral [ ] RESTATE covered collateral [ ] ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here [ ] and provide name of authorizing Debtor
9a. ORGANIZATION'S NAME
Barclays Bank PLC, as Collateral Agent
OR
9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
Filing with DE Secretary of State; Debtor: Verso Paper Holding LLC

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Kimberly D. Grotenrath (202) 383-5224
B. E-MAIL CONTACT AT FILER (optional)
kgrotenrath@omm.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
O'Melveny & Myers LLP
1625 Eye Street, NW
Washington, DC 20006

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2016 7698754
1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. [X] TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

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Check one of these two boxes: AND Check one of these three boxes to:
This Change affects [ ] Debtor or [ ] Secured Party of record [ ] CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c [ ] ADD name: Complete item 7a or 7b, and item 7c [ ] DELETE name: Give record name to be deleted in item 6a or 6b

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OR
6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

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7a. ORGANIZATION'S NAME
OR
7b. INDIVIDUAL'S SURNAME
INDIVIDUAL'S FIRST PERSONAL NAME
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

8. [ ] COLLATERAL CHANGE: Also check one of these four boxes: [ ] ADD collateral [ ] DELETE collateral [ ] RESTATE covered collateral [ ] ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here [ ] and provide name of authorizing Debtor
9a. ORGANIZATION'S NAME
Barclays Bank PLC, as Collateral Agent
OR
9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
Filing with DE Secretary of State; Debtor: Verso Paper Holding LLC

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Kimberly D. Grotenrath (202) 383-5224
B. E-MAIL CONTACT AT FILER (optional)
kgrotenrath@omm.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
O'Melveny & Myers LLP
1625 Eye Street, NW
Washington, DC 20006

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2017 0051687
1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. [X] TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. [ ] ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. [ ] CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. [ ] PARTY INFORMATION CHANGE:
Check one of these two boxes: AND Check one of these three boxes:
This Change affects [ ] Debtor or [ ] Secured Party of record [ ] CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c [ ] ADD name: Complete item 7a or 7b, and item 7c [ ] DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)
6a. ORGANIZATION'S NAME
OR
6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)
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INDIVIDUAL'S FIRST PERSONAL NAME
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

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Indicate collateral:

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If this is an Amendment authorized by a DEBTOR, check here [ ] and provide name of authorizing Debtor
9a. ORGANIZATION'S NAME
Barclays Bank PLC, as Collateral Agent
OR
9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
Filing with DE Secretary of State; Debtor: Verso Paper Holding LLC

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Kimberly D. Grotenrath (202) 383-5224
B. E-MAIL CONTACT AT FILER (optional)
kgrotenrath@omm.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
O'Melveny & Myers LLP
1625 Eye Street, NW
Washington, DC 20006

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2016 4281471
1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. [X] TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. [ ] ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
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INDIVIDUAL'S FIRST PERSONAL NAME
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

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If this is an Amendment authorized by a DEBTOR, check here [ ] and provide name of authorizing Debtor
9a. ORGANIZATION'S NAME
Barclays Bank PLC, as Collateral Agent
OR
9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
Filing with DE Secretary of State; Debtor: Verso Quinnesec REP Holding LLC

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Kimberly D. Grotenrath (202) 383-5224
B. E-MAIL CONTACT AT FILER (optional)
kgrotenrath@omm.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
O'Melveny & Myers LLP
1625 Eye Street, NW
Washington, DC 20006

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2017 0052321
1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. [X] TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

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This Change affects [ ] Debtor or [ ] Secured Party of record [ ] CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c [ ] ADD name: Complete item 7a or 7b, and item 7c [ ] DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)
6a. ORGANIZATION'S NAME
OR
6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)
7a. ORGANIZATION'S NAME
OR
7b. INDIVIDUAL'S SURNAME
INDIVIDUAL'S FIRST PERSONAL NAME
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

8. [ ] COLLATERAL CHANGE: Also check one of these four boxes: [ ] ADD collateral [ ] DELETE collateral [ ] RESTATE covered collateral [ ] ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here [ ] and provide name of authorizing Debtor
9a. ORGANIZATION'S NAME
Barclays Bank PLC, as Collateral Agent
OR
9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
Filing with DE Secretary of State; Debtor: Verso Quinnesec REP Holding LLC

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Kimberly D. Grotenrath (202) 383-5224
B. E-MAIL CONTACT AT FILER (optional)
kgrotenrath@omm.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
O'Melveny & Myers LLP
1625 Eye Street, NW
Washington, DC 20006

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2016 4282495
1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. [X] TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. [ ] ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
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4. [ ] CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. [ ] PARTY INFORMATION CHANGE:
Check one of these two boxes: AND Check one of these three boxes to:
This Change affects [ ] Debtor or [ ] Secured Party of record [ ] CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c [ ] ADD name: Complete item 7a or 7b, and item 7c [ ] DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)
6a. ORGANIZATION'S NAME
OR
6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)
7a. ORGANIZATION'S NAME
OR
7b. INDIVIDUAL'S SURNAME
INDIVIDUAL'S FIRST PERSONAL NAME
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

8. [ ] COLLATERAL CHANGE: Also check one of these four boxes: [ ] ADD collateral [ ] DELETE collateral [ ] RESTATE covered collateral [ ] ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here [ ] and provide name of authorizing Debtor
9a. ORGANIZATION'S NAME
Barclays Bank PLC, as Collateral Agent
OR
9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
Filing with DE Secretary of State; Debtor: Verso Wickliffe LLC

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Kimberly D. Grotenrath (202) 383-5224</b>
B. E-MAIL CONTACT AT FILER (optional) <b>kgrotenrath@omm.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <b>O'Melveny &amp; Myers LLP</b> <b>1625 Eye Street, NW</b> <b>Washington, DC 20006</b>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
**2016 4281612**

1b.  This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS  
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3.  **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4.  **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  **PARTY INFORMATION CHANGE:**  
Check one of these two boxes:  Debtor or  Secured Party of record **AND** Check one of these three boxes to:  
 CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c  ADD name: Complete item 7a or 7b, and item 7c  DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S FIRST PERSONAL NAME	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8.  **COLLATERAL CHANGE:** Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral  
Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME  
**Barclays Bank PLC, as Collateral Agent**

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA:**  
**Filing with DE Secretary of State; Debtor: Verso Androscoggin LLC**



**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Kimberly D. Grotenrath (202) 383-5224</b>
B. E-MAIL CONTACT AT FILER (optional) <b>kgrotenrath@omm.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <b>O'Melveny &amp; Myers LLP</b> <b>1625 Eye Street, NW</b> <b>Washington, DC 2006</b>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
**2016 4282321**

1b.  This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS  
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

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6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S FIRST PERSONAL NAME	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8.  **COLLATERAL CHANGE:** Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral  
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If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME  
**Barclays Bank PLC, as Collateral Agent**

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA:**  
**Filing with DE Secretary of State; Debtor: Verso Quinnesec LLC**

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Kimberly D. Grotenrath (202) 383-5224</b>
B. E-MAIL CONTACT AT FILER (optional) <b>kgrotenrath@omm.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <b>O'Melveny &amp; Myers LLP</b>  <b>1625 Eye Street, NW</b>  <b>Washington, DC 2006</b> </div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
**2016 4282206**

1b.  This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS  
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2.  **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

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 CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c  ADD name: Complete item 7a or 7b, and item 7c  DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S FIRST PERSONAL NAME	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8.  **COLLATERAL CHANGE:** Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral  
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9a. ORGANIZATION'S NAME  
**Barclays Bank PLC, as Collateral Agent**

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA:**  
**Filing with DE Secretary of State; Debtor: Verso Paper LLC**

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Kimberly D. Grotenrath (202) 383-5224</b>
B. E-MAIL CONTACT AT FILER (optional) <b>kgrotenrath@omm.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <b>O'Melveny &amp; Myers LLP</b> <b>1625 Eye Street, NW</b> <b>Washington, DC 20006</b>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER  
**2016 7698754**

1b.  This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS  
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

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6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S FIRST PERSONAL NAME	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8.  **COLLATERAL CHANGE:** Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral  
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If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME  
**Barclays Bank PLC, as Collateral Agent**

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
--------------------------	---------------------	-------------------------------	--------

10. **OPTIONAL FILER REFERENCE DATA:**  
**Filing with DE Secretary of State; Debtor: Verso Paper Holding LLC**

Account Control Agreements

Part A:

1. Deposit Account Control Agreement (Access Restricted Immediately), dated as of September 1, 2016, among Verso Paper Holding LLC (as successor in interest to NewPage Corporation), the Collateral Agent and Wells Fargo Bank, National Association, as the bank, as amended on January 27, 2017, relating to that certain deposit account, with account number ending -9732.

Part B:

1. Deposit Account Control Agreement, dated as of August 29, 2016, among Verso Paper LLC, the ABL Agent, the Collateral Agent and PNC Bank, National Association, as the bank, as amended on January 27, 2017, relating to those certain deposit accounts, with account numbers ending -6992 and -4401.
2. Deposit Account Control Agreement (Access Restricted After Notice – Two Secured Parties), dated as of September 22, 2016, among Verso Paper Holding LLC (as successor in interest to NewPage Corporation), the Collateral Agent and Wells Fargo Bank, National Association, as the bank, as amended on January 27, 2017, relating to that certain deposit account, with account number ending -0857.
3. Deposit Account Control Agreement (Access Restricted After Notice – Two Secured Parties), dated as of September 22, 2016, among Verso Paper Holding LLC (as successor in interest to NewPage Corporation), the Collateral Agent and Wells Fargo Bank, National Association, as the bank, as amended on January 27, 2017, relating to that certain deposit account, with account number ending -0865.
4. Deposit Account Control Agreement (Access Restricted After Notice – Two Secured Parties), dated as of September 22, 2016, among Verso Paper Holding LLC (as successor in interest to NewPage Corporation), the Collateral Agent and Wells Fargo Bank, National Association, as the bank, as amended on January 27, 2017, relating to those certain deposit accounts, with account numbers ending -7945 and -893-4.

Existing Mortgages and Related Fixture Filings

1. Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing, dated as of December 5, 2016, by Verso Androscoggin LLC, a Delaware limited liability company for the benefit of Barclays Bank PLC, as Collateral Trustee, recorded on December 14, 2016 as Document Number 10356, in Book 3878, Page 198, together with Collateral Trust Indenture recorded on December 14, 2016 as Document Number 10355, in Book 3878, Page 189, in the Office of the Recorder for Franklin County, Maine for the properties commonly known as Maine Mill and Farmington Woodyard.
2. Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing, dated as of December 5, 2016, by Verso Androscoggin LLC, a Delaware limited liability company for the benefit of Barclays Bank PLC, as Collateral Trustee, recorded on December 14, 2016 as Document Number 2016019297, together with Collateral Trust Indenture recorded on December 14, 2016 as Document Number 2016019296, in the Register of Deeds for Hancock County, Maine for the property commonly known as Bucksport Woodyard.
3. Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing, dated as of December 5, 2016, by Verso Androscoggin LLC, a Delaware limited liability company for the benefit of Barclays Bank PLC, as Collateral Trustee, recorded on December 14, 2016 as Document Number 37386, in Book 14362, Page 267, together with Collateral Trust Indenture recorded on December 14, 2016 as Document Number 37385, in Book 14362, Page 2 58, in the Office of the Recorder for Penobscot County, Maine for the properties commonly known as Mattawamkeag Woodyard and Passadumkeag Woodyard.
4. Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing, dated as of December 5, 2016, by Verso Androscoggin LLC, a Delaware limited liability company for the benefit of Barclays Bank PLC, as Collateral Trustee, recorded on December 19, 2016 as Document Number 6992, in Book 2470, Page 136, together with Collateral Trust Indenture recorded on December 19, 2016 as Document Number 6991, in Book 2470, Page 127, in the Register of Deeds for Piscataquis County, Maine for the property commonly known as Dover Woodyard.
5. Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing, dated as of December 5, 2016, by Verso Androscoggin LLC, a Delaware limited liability company for the benefit of Barclays Bank PLC, as Collateral Trustee, recorded on December 19, 2016 as Document Number 13564, in Book 4322, Page 30, together with Collateral Trust Indenture recorded on December 19, 2016 as Document Number 13563, in Book 4322, Page 21, in the Register of Deeds for Washington County, Maine for the property commonly known as Cherryfield Woodyard.
6. Mortgage dated as of December 5, 2016, by Verso Escanaba LLC, a Delaware limited liability company, formerly Escanaba Paper Company, a Michigan corporation for the benefit of Barclays Bank PLC, as Collateral Agent, recorded on December 27, 2016 as Document Number GR20161784, together with Assignment of Leases and Rents recorded on December 27, 2016 as Document Number GR20161785 in the Register of Deeds for Baraga County, Michigan for the property commonly known as Bovine Woodyard.
7. Mortgage dated as of December 5, 2016, by Verso Quinnesec LLC, a Delaware limited liability company for the benefit of Barclays Bank PLC, as Collateral Agent, recorded December 27, 2016

as Document Number GR20161781, together with Assignment of Leases and Rents recorded on December 27, 2016 as Document Number GR20161782 in the Register of Deeds for Baraga County, Michigan for the property commonly known as L'Anse Woodyard.

8. Mortgage dated as of December 5, 2016, by Verso Escanaba LLC, a Delaware limited liability company formerly Escanaba Paper Company, a Michigan corporation for the benefit of Barclays Bank PLC, as Collateral Agent, recorded on December 21, 2016 in Liber 1246, Page 278, together with Assignment of Leases and Rents recorded on December 21, 2016 in Liber 1246, Page 306 in the Register of Deeds for Chippewa County, Michigan for the property commonly known as Trout Lake.
9. Mortgage dated as of December 5, 2016, by Verso Quinnesec LLC, a Delaware limited liability company for the benefit of Barclays Bank PLC, as Collateral Agent, recorded on December 20, 2016 in Liber 1174 , Page 831, together with Assignment of Leases and Rents recorded on December 20, 2016 in Liber 1174, Page 860 in the Register of Deeds for Delta County, Michigan for the properties commonly known as Ensign Woodyard and Seymour Woodyard.
10. Mortgage dated as of December 5, 2016, by Verso Escanaba LLC, a Delaware limited liability company formerly Escanaba Paper Company, a Michigan corporation for the benefit of Barclays Bank PLC, as Collateral Agent, recorded on December 20, 2016 in Liber 1174, Page 698, together with Assignment of Leases and Rents recorded on December 20, 2016 in Liber 1174, Page 737 in the Register of Deeds for Delta County, Michigan for the property commonly known as Escanaba Mill.
11. Mortgage dated as of December 5, 2016, by Verso Quinnesec LLC, a Delaware limited liability company for the benefit of Barclays Bank PLC, as Collateral Agent, recorded on December 22, 2016 in Liber 852, Page 965, together with Assignment of Leases and Rents recorded on December 22, 2016 in Liber 853, Page 1 in the Register of Deeds for Dickinson County, Michigan for the properties commonly known as Quinnesec Mill and Norway Woodyard.
12. Mortgage dated as of December 5, 2016, by Verso Quinnesec LLC, a Delaware limited liability company for the benefit of Barclays Bank PLC, as Collateral Agent, recorded on December 14, 2016 in Liber 688, Page 380, together with Assignment of Leases and Rents recorded on December 14, 2016 in Liber 688, Page 408 in the Register of Deeds for Iron County, Michigan for the property commonly known as Iron River Woodyard.
13. Mortgage dated as of December 5, 2016, by Verso Minnesota Wisconsin LLC, a Delaware limited liability company, formerly NewPage Wisconsin System Inc., a Wisconsin corporation for the benefit of Barclays Bank PLC, as Collateral Agent, recorded on December 14, 2016 in Liber 688, Page 474, together with Assignment of Leases and Rents recorded on December 14, 2016 in Liber 688, Page 502 in the Register of Deeds for Iron County, Michigan for the property commonly known as Stambaugh Woodyard.
14. Mortgage dated as of December 5, 2016, by Verso Quinnesec LLC, a Delaware limited liability company for the benefit of Barclays Bank PLC, as Collateral Agent, recorded on December 21, 2016 in Liber 826, Page 357, together with Assignment of Leases and Rents recorded on December 21, 2016 in Liber 826, Page 385 in the Register of Deeds for Mackinac County, Michigan for the property commonly known as Caffey Woodyard.
15. Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing, dated as of December 5, 2016, by Verso Minnesota Wisconsin LLC, a Delaware limited liability company, formerly NewPage Wisconsin System Inc., a Wisconsin corporation for the benefit of Barclays

Bank PLC, as Collateral Agent, recorded on December 21, 2016 as Document Number 01300628 in the Office of the County Recorder for St. Louis County, Minnesota and also recorded on December 20, 2016 as Document Number 979905.0 in the Office of the Registrar of Titles for St. Louis County, Minnesota for the property commonly known as Duluth Mill.

16. Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing, dated as of December 5, 2016, by Verso Androscoggin LLC, a Delaware limited liability company for the benefit of Barclays Bank PLC, as Collateral Agent, recorded on December 22, 2016 as Document Number 0013605 in the Register of Deeds for Carroll County, New Hampshire for the property commonly known as Freedom Woodyard.
17. Credit Line Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing, dated as of December 5, 2016, by Verso Luke LLC, a Delaware limited liability company, formerly Luke Paper Company, a Delaware corporation for the benefit of Barclays Bank PLC, as Collateral Agent, recorded on December 21, 2016 as Document Number 201612210001170510 in Book 3162, Page 2452 in the Office of the Recorder for Hanover County, Virginia for the property commonly known as Piedmont.
18. Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing, dated as of December 5, 2016, by Verso Minnesota Wisconsin LLC, a Delaware limited liability company, formerly NewPage Wisconsin System Inc., a Wisconsin corporation for the benefit of Barclays Bank PLC, as Collateral Agent, recorded on December 16, 2016 as Document Number 340655 in the Register of Deeds for Ashland County, Wisconsin for the property commonly known as Ashland Woodyard.
19. Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing, dated as of December 5, 2016, by Verso Minnesota Wisconsin LLC, a Delaware limited liability company, formerly NewPage Wisconsin System Inc., a Wisconsin corporation for the benefit of Barclays Bank PLC, as Collateral Agent, recorded on December 16, 2016 as Document Number 161742 in the Register of Deeds for Iron County, Wisconsin for the properties commonly known as Oma and Hurley Woodyards.
20. Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing, dated as of December 5, 2016, by Verso Quinnesec LLC, a Delaware limited liability company for the benefit of Barclays Bank PLC, as Collateral Agent, recorded on December 16, 2016 as Document Number 809638 in the Register of Deeds for Marinette County, Wisconsin for the property commonly known as Pembine Woodyard.
21. Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing, dated as of December 5, 2016, by Verso Minnesota Wisconsin LLC, a Delaware limited liability company, formerly NewPage Wisconsin System Inc., a Wisconsin corporation for the benefit of Barclays Bank PLC, as Collateral Agent, recorded on December 19, 2016 as Document Number 824696 in the Register of Deeds for Portage County, Wisconsin for the property commonly known as Stevens Point Mill.
22. Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing, dated as of December 5, 2016, by Verso Minnesota Wisconsin LLC, a Delaware limited liability company, formerly NewPage Wisconsin System Inc., a Wisconsin corporation for the benefit of Barclays Bank PLC, as Collateral Agent, recorded on December 15, 2016 as Document Number 376674 in the Register of Deeds for Price County, Wisconsin for the property commonly known as Fifield Woodyard.

23. Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing, dated as of December 5, 2016, by Verso Minnesota Wisconsin LLC, a Delaware limited liability company, formerly NewPage Wisconsin System Inc., a Wisconsin corporation for the benefit of Barclays Bank PLC, as Collateral Agent, recorded on December 16, 2016 as Document Number 2016R10789 in the Register of Deeds for Wood County, Wisconsin for the property commonly known as Wisconsin Rapids Mill.
24. UCC Financing Statement by Escanaba Paper Company for the benefit of Barclays Bank PLC, recorded on December 21, 2016 as Document Number R1246315 in Liber 1246 at Page 315 in Chippewa County, Michigan.
25. UCC Financing Statement by Verso Quinnesec LLC for the benefit of Barclays Bank PLC, recorded on December 20, 2016 as Document Number R1174870 in Liber 1174 at Page 870 in Delta County, Michigan.
26. UCC Financing Statement by Escanaba Paper Company for the benefit of Barclays Bank PLC, recorded on December 20, 2016 as Document Number R1174757 in Liber 1174 at Page 757 in Delta County, Michigan.
27. UCC Financing Statement by Verso Quinnesec LLC for the benefit of Barclays Bank PLC, recorded on December 22, 2016 as Document Number R85315 in Liber 853 at Page 15 in Dickinson County, Michigan.
28. UCC Financing Statement by Verso Quinnesec LLC for the benefit of Barclays Bank PLC, recorded on December 14, 2016 in Liber 688 at Page 417 in Iron County, Michigan.
29. UCC Financing Statement by Verso Quinnesec LLC for the benefit of Barclays Bank PLC, recorded on December 21, 2016 in Liber 826 at Page 394 in Mackinac County, Michigan.



SCHEDULE III

Intellectual Property Security Agreements

1. Trademark Security Agreement (Term Loan Facility), dated as of July 15, 2016, made by the Loan Parties party thereto, in favor of the Collateral Agent.
2. Patent Security Agreement (Term Loan Facility), dated as of July 15, 2016, made by the Loan Parties party thereto, in favor of the Collateral Agent.
3. Copyright Security Agreement (Term Loan Facility), dated as of July 15, 2016, made by the Loan Parties party thereto, in favor of the Collateral Agent.

[Schedule III – Release of Security Interests – Verso Term Loan Facility]

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**RECORDED: 02/14/2020**

**TRADEMARK  
REEL: 006864 FRAME: 0566**