

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Bear Island Paper Company, LLC	04/08/2005
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Credit Suisse First Boston, as Second Lien Collateral Agent
<b>Street Address:</b>	Eleven Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	4708771
Patent Number:	5089089
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(714)755-8290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Email:</b>	ipdocket@lw.com
<b>Correspondent Name:</b>	Latham & Watkins LLP
<b>Address Line 1:</b>	650 Town Center Drive
<b>Address Line 2:</b>	Suite 2000
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon

**Total Attachments: 6**  
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## INTELLECTUAL PROPERTY SECOND LIEN SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECOND LIEN SECURITY AGREEMENT, dated as of April 8, 2005 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Second Lien Security Agreement"), is made by **BEAR ISLAND PAPER COMPANY, L.L.C.**, a limited liability company organized under the laws of Virginia ("Grantor") in favor of **CREDIT SUISSE FIRST BOSTON**, as US collateral agent for the Secured Parties (in such capacity and together with its successors, the "US Collateral Agent") (as defined in the Second Lien Term Loan Credit Agreement referred to below).

WHEREAS, Grantor has entered into a Second Lien Term Loan Credit Agreement, dated as of April 8, 2005 (as amended, restated, supplemented, or otherwise modified from time to time, the "Second Lien Credit Agreement"), with the banks and other financial institutions and entities from time to time party thereto.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Second Lien Credit Agreement that Grantor shall have executed and delivered that certain Second Lien Security Agreement, dated as of April 8, 2005, in favor of the Collateral Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Second Lien Security Agreement").

WHEREAS, under the terms of the Second Lien Security Agreement, Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of Grantor to the Collateral Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this Intellectual Property Second Lien Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Second Lien Security Agreement, and if not defined therein, then in the Second Lien Credit Agreement.

SECTION 2. Grant of Security. Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations:

(a) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in

connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto (collectively, the “Patents”);

(b) (i) all copyrights, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works and mask work applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto (“Copyrights”);

(c) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule 4.6 of the Second Lien Security Agreement (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto (collectively, the “Trade Secrets”);

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to

manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Second Lien Security Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

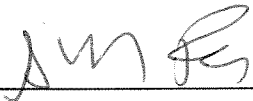
SECTION 5. Governing Law. This Intellectual Property Second Lien Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


SECTION 6. Conflict Provision. This Intellectual Property Second Lien Security Agreement has been entered into in conjunction with the provisions of the Second Lien Security Agreement and the Second Lien Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Second Lien Security Agreement and the Second Lien Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Second Lien Security Agreement are in conflict with the Second Lien Security Agreement or the Second Lien Credit Agreement, the provisions of the Second Lien Security Agreement or the Second Lien Credit Agreement shall govern.

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CREDIT SUISSE FIRST BOSTON, acting through  
its Cayman Islands Branch, as US Collateral Agent

By:   
Name: S. WILLIAM FOX  
Title: DIRECTOR

By:   
Name:  
Title: IAN NALITT  
VICE PRESIDENT

Schedule 1

PATENTS

BEAR ISLAND PAPER COMPANY, L.L.C.

Title	Application No. Filing Date	Patent No. Issue Date
Two stage process for sulfonating mechanical pulp fibers	06/687,977 12/31/84	4,708,771 11/24/87
System for sulfonating mechanical pulp fibers	07/431,650 11/03/89	5,089,089 02/18/92

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BEAR ISLAND PAPER COMPANY, L.P.

Title	Registration No. Registration Date
Bear Island Tracker	Txu-410-351 04/09/90