

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
NewPage Corporation	05/02/2005

RECEIVING PARTY DATA

Name:	The Bank of New York, as Priority Lien Collateral Trustee
Street Address:	101 Barclay Street
Internal Address:	Floor 8W
City:	New York
State/Country:	NEW YORK
Postal Code:	10286

PROPERTY NUMBERS Total: 21

Property Type	Number
Application Number:	10265854
Patent Number:	6617362
Application Number:	10622619
Patent Number:	4670102
Patent Number:	5425851
Patent Number:	5378497
Patent Number:	5919558
Patent Number:	5851651
Patent Number:	5985424
Patent Number:	6242047
Patent Number:	6410158
Patent Number:	6217625
Patent Number:	6531183
Application Number:	10345247

PATENT

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REEL: 016059 FRAME: 0938

OP \$840.00 10265854

Patent Number:	6203894
Patent Number:	6468395
Patent Number:	5237915
Patent Number:	5785811
Application Number:	10870675
Application Number:	10870676
Patent Number:	6582769

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive
Address Line 2: Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	Rhonda DeLeon
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Total Attachments: 8
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PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of May 2, 2005 (as amended, restated or otherwise modified from time to time, the "**Patent Security Agreement**"), is entered into by and between **EACH OF THE UNDERSIGNED**, whether as an original signatory hereto or as an Additional Grantor (each, a "**Grantor**" and collectively, the "**Grantors**") (collectively, the "**Grantors**") and **THE BANK OF NEW YORK**, a New York banking corporation, in its capacity as collateral trustee for the Secured Parties (together with any successors and assigns thereto in such capacity, the "**Priority Lien Collateral Trustee**").

WITNESSETH:

WHEREAS, Grantors are party to a Pledge and Security Agreement dated as of May 2, 2005 (the "**Pledge and Security Agreement**") between each of the Grantors and the other grantors thereto and the Priority Lien Collateral Trustee, pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Priority Lien Documents, the Grantors hereby agree with the Priority Lien Collateral Trustee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meanings given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby pledges and grants to the Priority Lien Collateral Trustee, for the benefit of the Secured Parties, as security for the Secured Obligations, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Patent Collateral**"):

(a) all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing (collectively, "**Patents**"), including, but not limited to: (i) each patent and patent application referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages and proceeds of suit arising therefrom and (vii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit;

(b) all agreements containing the express granting of any right in or to Patents (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "**Patent Licenses**");

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof;

(d) all rights corresponding thereto throughout the world;

- (e) all inventions and improvements described therein;
- (f) all rights to sue for past, present and future infringements thereof;
- (g) all licenses, claims, damages and proceeds of suit arising therefrom; and
- (h) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Priority Lien Collateral Trustee for the Secured Parties pursuant to the Pledge and Security Agreement, and Grantors hereby acknowledge and affirm that the rights and remedies of the Priority Lien Collateral Trustee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Patent Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 6. Priority Lien Collateral Trustee. In connection with its appointment and acting hereunder, the Priority Lien Collateral Trustee is entitled to all the rights, privileges, protections and immunities provided to it under the Priority Lien Security Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NEWPAGE CORPORATION

By: Linda M. Sheffield
Name: Linda M. Sheffield
Title: Treasurer

NEWPAGE HOLDING CORPORATION

By: Linda M. Sheffield
Name: Linda M. Sheffield
Title: Treasurer

CHILLICOTHE PAPER INC.

WICKLIFFE PAPER COMPANY

By: Linda M. Sheffield
Name: Linda M. Sheffield
Title: Treasurer

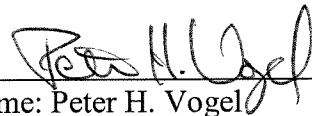
ESCANABA PAPER COMPANY

**MEADWESTVACO MARYLAND, INC.
(to be named LUKE PAPER COMPANY)**

**MEADWESTVACO OXFORD
CORPORATION
(to be named RUMFORD PAPER
COMPANY)**

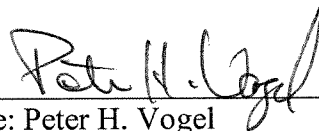
**MEADWESTVACO ENERGY SERVICES
LLC
(to be named NEWPAGE ENERGY
SERVICES LLC)**

UPLAND RESOURCES, INC.

By: 
Name: Peter H. Vogel
Title: President

RUMFORD COGENERATION, INC.

RUMFORD FALLS POWER COMPANY

By: 
Name: Peter H. Vogel
Title: Chief Executive Officer

Accepted and Agreed:

THE BANK OF NEW YORK,
as Priority Lien Collateral Trustee

By: _____

Name:

Title:


PATRICIA GALLAGHER
VICE PRESIDENT

S-4

[PRIORITY LIEN - PATENT SECURITY AGREEMENT]

NewPage Corporation Patents:

Countr y	Pat. No.	App. No.	Title	Issue Date	Record Owner
AT	pending	0 110 2914.7	HIGH BULK PAPER HAVING GLOSS		Westvaco Corp.
AT	1050413	00401254.8	BASECOATED SUBSTRATE FOR AN INKJET RECORDING SHEET	02-Jan-2004	MeadWestvaco Corp.
AT	1263606	01910974.3	DUAL LAYER SELF-CONTAINED PAPER INCORPORATING HOLLOW SPHERICAL PLASTIC PIGMENT	06-May-2004	Westvaco Corp.
AU	510272	24803/01	HIGH BULK PAPER HAVING GLOSS	07-Jan-2003	Westvaco Corp.
BR	pending	P10002748 -0	HIGH GLOSS COATED PAPER		Westvaco Corp.
BR	pending	PI 0002068-0	BASECOATED SUBSTRATE FOR AN INKJET RECORDING SHEET		Westvaco Corp.
CA	2,080,559	2,080,559	METHOD OF IMPROVING THE PRINTABILITY OF WEB OFFSET PAPER	25-Mar-1997	Westvaco Corp.
CA	2305115	2,305,115	HIGH GLOSS COATED PAPER	10-Aug-2004	Westvaco Corp.
CA	pending	2,305,949	BASECOATED SUBSTRATE FOR AN INKJET RECORDING SHEET		Westvaco Corp.
DE	0 539 271 692 140 85.9	692 14 085.9	METHOD OF IMPROVING THE PRINTABILITY OF WEB OFFSET PAPER	07-Oct-1997	MeadWestvaco Corp.
DE	1050413	60007478.1	BASECOATED SUBSTRATE FOR AN INKJET RECORDING SHEET	01-Feb-2004	The Mead Corp.
DE	69312639 .6	93308961.7	MECHANICAL PULP FRACTIONATION WITH A SPRAY DISK FILTER	30-Aug-1997	Westvaco Corp.
EP	EP 539271	92 402 822.8	METHOD OF IMPROVING THE PRINTABILITY OF WEB OFFSET PAPER	25-Sep-1995	Westvaco Corp.
EP	pending	004010112 2113	HIGH GLOSS COATED PAPER		Westvaco Corp.
EP	pending	0 110 2914.7	HIGH BULK PAPER HAVING GLOSS		MeadWestvaco Corp.
EP	1050413	00 401 254.8	BASECOATED SUBSTRATE FOR AN INKJET RECORDING SHEET	01-Feb-2004	The Mead Corp.
EP	0597682	93308961.7	MECHANICAL PULP FRACTIONATION WITH A SPRAY DISK FILTER	30-Jul-1997	MeadWestvaco Corp.
ES	1050413	00401254.8	BASECOATED SUBSTRATE FOR AN INKJET RECORDING SHEET	02-Jan-2004	Westvaco Corp.
FI	98237	924832	METHOD OF IMPROVING THE PRINTABILITY OF WEB OFFSET PAPER	12-May-1997	Westvaco Corp.
FI	pending		HIGH BULK PAPER HAVING GLOSS		MeadWestvaco Corp.
FI	1050413	00401254.8	BASECOATED SUBSTRATE FOR AN INKJET RECORDING SHEET	02-Jan-2004	Westvaco Corp.

Country	Pat. No.	App. No.	Title	Issue Date	Record Owner
FR	0 539 271	92 408 822.8	METHOD OF IMPROVING THE PRINTABILITY OF WEB OFFSET PAPER	25-Sep-1996	Westvaco Corp
FR	pending		HIGH BULK PAPER HAVING GLOSS		MeadWestvaco Corp.
FR	1050413	00401254.8	BASECOATED SUBSTRATE FOR AN INKJET RECORDING SHEET	02-Jan-2004	Westvaco Corp.
GB	0 539 271	92 402 822.8	METHOD OF IMPROVING THE PRINTABILITY OF WEB OFFSET PAPER	25-Sep-1996	Westvaco Corp.
GB	pending	510272	HIGH BULK PAPER HAVING GLOSS		MeadWestvaco Corp.
GB	1050413	00401254.8	BASECOATED SUBSTRATE FOR AN INKJET RECORDING SHEET	02-Jan-2004	The Mead Corp.
GB	0597682	93308961.7	MECHANICAL PULP FRACTIONATION WITH A SPRAY DISK FILTER	30-Jul-1997	Westvaco Corp.
HK	pending	2106789.6	HIGH BULK PAPER HAVING GLOSS		MeadWestvaco Corp.
HK	pending	01 103 244.7	BASECOATED SUBSTRATE FOR AN INKJET RECORDING SHEET		Westvco Corp.
IT	0 539 271	92 402 822.8	METHOD OF IMPROVING THE PRINTABILITY OF WEB OFFSET PAPER	25-Sep-1996	MeadWestvaco Corp.
IT	pending	1201/BE/20 04	BASECOATED SUBSTRATE FOR AN INKJET RECORDING SHEET		Westvco Corp.
JP	2,625,334	4-309538	METHOD OF IMPROVING THE PRINTABILITY OF WEB OFFSET PAPER	11-Apr-1997	Westvco Corp.
JP	pending	2000-111203	HIGH GLOSS COATED PAPER		Westvco Corp.
JP	pending	2000-121443	BASECOATED SUBSTRATE FOR AN INKJET RECORDING SHEET		Westvaco Corp.
MX	pending	2000 / 003555	HIGH GLOSS COATED PAPER		Westvco Corp
MX	pending	2000-004403	BASECOATED SUBSTRATE FOR AN INKJET RECORDING SHEET		Westvaco Corp.
NO	pending	20001888	HIGH GLOSS COATED PAPER		Westvco Corp
NO	pending	20002203	BASECOATED SUBSTRATE FOR AN INKJET RECORDING SHEET		Westvaco Corp
SE	0 539 271	92 402 822.8	METHOD OF IMPROVING THE PRINTABILITY OF WEB OFFSET PAPER	25-Sep-1996	The Mead Corp.
SE	0597682	93308961.7	MECHANICAL PULP FRACTIONATION WITH A SPRAY DISK FILTER	30-Jul-1997	MeadWestvaco Corp.
US	pending	10/265,854	COATED PAPER		MeadWestvaco Corp.
US	6,617,362	09/711,387	METHOD OF MAKING CATIONIC PIGMENT SLURRIES	09-Sep-2003	MeadWestvaco Corp.

Country	Pat. No.	App. No.	Title	Issue Date	Record Owner
US	pending	10/622,619	METHOD OF MAKING A COATED PAPER		MeadWestvaco Corp.
US	4670102	06/817,111	TANDEM CALENDAR	02-Jun-1987	MeadWestvaco Corp.
US	5425851	07/953,254	METHOD OF IMPROVING THE PRINTABILITY OF WEB OFFSET PAPER	20-Jun-1995	MeadWestvaco Corp.
US	5378497	08/016,077	METHOD FOR PROVIDING IRREVERSIBLE SMOOTHNESS IN A PAPER RAWSTOCK	03-Jan-1995	MeadWestvaco Corp.
US	5919558	08/833,544	INKJET RECORDING SHEET	06-Jul-1999	MeadWestvaco Corp.
US	5851651	08/833,542	COATING FOR INKJET RECORDING	22-Dec-1998	MeadWestvaco Corp.
US	5985424	09/020,826	COATED PAPER FOR INKJET PRINTING	16-Nov-1999	MeadWestvaco Corp.
US	6242047	09/289,871	HIGH GLOSS COATED PAPER	05-Jun-2001	MeadWestvaco Corp.
US	6410158	09/788,701	HIGH GLOSS COATED PAPER	25-Jun-2002	MeadWestvaco Corp.
US	6217625	09/436,040	PELLITIZED PULP	17-Apr-2001	MeadWestvaco Corp.
US	6531183	09/656,348	HIGH BULK PAPER HAVING GLOSS	11-Mar-2003	MeadWestvaco Corp.
US	pending	10/345,247	HIGH BULK PAPER HAVING GLOSS		MeadWestvaco Corp.
US	6,203,894	09/305,922	BASECOATED SUBSTRATE FOR AN INKJET RECORDING SHEET	20-Mar-2001	MeadWestvaco Corp.
US	6,468,395	09/649, 956	BASECOATED SUBSTRATE FOR AN INKJET RECORDING SHEET	22-Oct-2002	MeadWestvaco Corp.
US	5237915	07/993468	MIXED ROLL CALENDAR	24-Aug-1993	MeadWestvaco Corp.
	pending				MeadWestvaco Corp.
US	5785811	07/973655	USE OF SOYBEAN PEROXIDASE IN BLEACHING OF CELLULOSIC PULPS	28-Jul-1998	MeadWestvaco Corp.
US	pending	10/870675	BINDER SELECTION FOR COATED PHOTOGRAPHIC BASE STOCK		MeadWestvaco Corp.
US	pending	10/870676	PIGMENT SELECTION FOR PHOTOGRAPHIC BASE STOCK		MeadWestvaco Corp.
US	6582769	09/996246	METHOD FOR CONDITIONING A METERING BLADE	24-Jun-2003	MeadWestvaco Corp.
WO	pending	US04/019403	BINDER SELECTION FOR COATED PHOTOGRAPHIC BASE STOCK		MeadWestvaco Corp.
WO	pending	US04/019405	PIGMENT SELECTION FOR PHOTOGRAPHIC BASE STOCK		MeadWestvaco Corp.
WO	pending	US02/37877	METHOD FOR CONDITIONING A METERING BLADE		The Mead Corp.