

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
Stora Enso North America Corp.	12/21/2007

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 30

Property Type	Number
Patent Number:	6267811
Patent Number:	4780336
Patent Number:	5436030
Patent Number:	5603767
Patent Number:	5647909
Patent Number:	5681618
Patent Number:	5702765
Patent Number:	5789023
Patent Number:	5952082
Patent Number:	5968270
Patent Number:	6058844
Patent Number:	6129785
Patent Number:	6140406
Patent Number:	6254725
Patent Number:	6319552

PATENT

500430003

REEL: 020299 FRAME: 0766

OP \$1200.00 6267811

Patent Number:	6592669
Patent Number:	6630229
Patent Number:	6656545
Patent Number:	6666809
Patent Number:	6713550
Patent Number:	6744500
Patent Number:	6746713
Patent Number:	6808767
Patent Number:	6869639
Patent Number:	7211297
Application Number:	60903107
Application Number:	60785438
Application Number:	60489161
Application Number:	10898045
Application Number:	60963703

#### CORRESPONDENCE DATA

Fax Number: (312)993-9767  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312/876-7628  
 Email: linda.kastner@lw.com  
 Correspondent Name: Linda R. Kastner, c/o Latham & Watkins  
 Address Line 1: 233 S. Wacker Drive  
 Address Line 2: Suite 5800, Sears Tower  
 Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Linda R. Kastner
--------------------	------------------

Total Attachments: 12  
 source=stora.PSA.Priority.final#page1.tif  
 source=stora.PSA.Priority.final#page2.tif  
 source=stora.PSA.Priority.final#page3.tif  
 source=stora.PSA.Priority.final#page4.tif  
 source=stora.PSA.Priority.final#page5.tif  
 source=stora.PSA.Priority.final#page6.tif  
 source=stora.PSA.Priority.final#page7.tif  
 source=stora.PSA.Priority.final#page8.tif  
 source=stora.PSA.Priority.final#page9.tif  
 source=stora.PSA.Priority.final#page10.tif  
 source=stora.PSA.Priority.final#page11.tif  
 source=stora.PSA.Priority.final#page12.tif

## PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of December 21, 2007 (as amended, restated or otherwise modified from time to time, the “**Patent Security Agreement**”), is entered into by and between **STORA ENSO NORTH AMERICA CORP.** (the “**Grantor**”) 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, the Grantor is party to a Priority Lien Debt Pledge and Security Agreement dated as of December 21, 2007 (the “**Pledge and Security Agreement**”) by and among the Grantor, the other grantors thereto and the Priority Lien Collateral Trustee, pursuant to which the Grantor is 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 Grantor hereby agrees 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. The 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 the Grantor hereby acknowledges and affirms 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 Pledge and Security Agreement.

SECTION 7. Waiver of Jury Trial. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES HERETO EACH IRREVOCABLY WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM (INCLUDING ANY COUNTERCLAIM), SUIT OR PROCEEDING ON, ARISING OUT OF OR RELATING TO THIS AGREEMENT.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the 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.

STORA ENSO NORTH AMERICA CORP.

By: 

Name: Timothy D. Nusbaum

Title: Treasurer

Accepted and Agreed:

**THE BANK OF NEW YORK,**  
as Priority Lien Collateral Trustee

By: Carlos R. Luciano  
Name: CARLOS R. LUCIANO  
Title:

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**

**PATENT REGISTRATIONS AND APPLICATIONS**

Country	Pat. No.	App. No.	Description	Issue Date	Record Owner
BR	8007176		Paper coating method and apparatus (JOINT)	01-Apr-1988	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
BR	8007176		Paper coating method and apparatus (JOINT)	01-Apr-1988	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
CA	1330740		High speed paper coaters	01-Jul-1994	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
CA	2048433		Paper coating method and apparatus (JOINT)	01-Feb-2000	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
CA	2101358		Fountain application for coating a paper web and method (jetflow for fountain applicator)	24-Oct-2000	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
CA	2214486		Method of minimizing wet-fluting in heat-set web-offset printing presses	06-Jun-2006	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
CA	2238466		High bulk paper (JOINT)	30-Nov-2004	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)

Country	Pat. No.	App. No.	Description	Issue Date	Record Owner
CA	2284469		Low ph coating composition for ink jet recording medium and method (JOINT)	07-Dec-2004	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
CA	2308685		Method for making high solids interactive coating composition & ink jet recording medium (JOINT) (US 6140406, US 6713550)	20-Jul-2004	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
CA	2256845		Talc Slurry Dispersion	02-Mar-2004	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	6267811	09/217,489	Talc Slurry Dispersion	31-Jul-2001	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
EP	0051698		Paper coating apparatus (US 4512279) (JOINT)	01-Jun-1986	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
EP	0074448		Method and apparatus for supplying coating to a coater (Japan 1283262; Canada 1172921; US 4310573)	01-Jun-1986	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
EP	0675984		Apparatus and method of minimizing skip coating on a paper web	01-Aug-1986	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
EP	1090776		Low ph coating composition and ink jet recording medium therefrom (JOINT) (US 6129785 and US 6656545)	10-Nov-1995	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
EP	1153757 B1		High solid interactive coating composition and manufacturing method therefore	16-Jun-2004	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)



Country	Pat. No.	App. No.	Description	Issue Date	Record Owner
DE	DE3612248C2		Method of and apparatus for minimizing skid coating on a paper web (US 5436030)	7-Jul-2007	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
JP	1423378		Edge dam assembly for paper coating apparatus (US 4327662; Brazil 8102314; Canada 1147141; EP 0063618)	01-Jul-1995	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
JP	1554308		Method and apparatus for applying coating to moving paper web (JOINT)	01-Feb-1990	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
JP	2975689		Method of minimizing skid coating on a paper web (US 5436030)	25-Oct-1993	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
MX	0155362		Edge dam assembly for paper coating apparatus	01-Aug-1995	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
MX	0155840		Method and apparatus for coating paper (JOINT)	01-May-1988	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	4780336		Doctor blade for paper coater	01-Oct-1988	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	5436030		A method and apparatus of minimizing skip coating on a paper web (German DE3612248C2; EP 0675984; Japan 2975689)	01-Jul-1995	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	5603767		Apparatus for decreasing skip coating on a paper web	01-Feb-1997	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)

Country	Pat. No.	App. No.	Description	Issue Date	Record Owner
US	5647909		Apparatus for applying coating to paper web including successive doctoring steps (JOINT)	15-Jul-1997	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	5681618		Method for applying coating to paper web including successive doctoring steps (JOINT)	01-Oct-1997	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	5702765		Method of applying a film of coating material to a paper web including successive doctoring steps (JOINT)	01-Dec-1997	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	5789023		Method of applying coating to a web using centrifugal force	01-Aug-1998	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	5952082		Electrophotographic recording medium and method (JOINT)	14-Sep-1999	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	5968270		Apparatus for decreasing skip coating on a paper web	19-Oct-1999	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	6058844		Method of minimizing web-fluting in heat-set web-offset printing presses	09-May-2000	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	6129785		Low ph coating composition for ink jet recording medium and method (JOINT) (EP 1090776)	10-Oct-2000	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	6140406		High solids interactive coating composition; ink jet recording medium and method (JOINT) (Canada 2308685)	31-Oct-2000	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)

Country	Pat. No.	App. No.	Description	Issue Date	Record Owner
US	6254725		High bulk paper (JOINT)	03-Jul-2001	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	6319552		Method of decreasing skip coating on a paper web	20-Nov-2001	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	6592669 B2		Apparatus for decreasing skip coating on a paper web	15-Jul-2003	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	6630229		Electrophotographic recording medium and method (JOINT) plate	07-Oct-2003	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	6656545		Low ph coating composition for ink jet recording medium and method (JOINT) (EP 1090776)	05-Jan-2004	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	6666809		Paper decurler for uneven curl profile	23-Dec-2003	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	6713550		Method for making high solids interactive coating composition & ink jet recording medium (JOINT) (Canada 2308685)	30-Mar-2004	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	6744500*		Identification of material inclusions in pulp & paper using raman spectroscopy (JOINT)	01-Jun-2004	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)

\* The annuity for this patent is due on December 1, 2007. The Company does not intend to pay that annuity and intends to allow this patent to lapse.

Country	Pat. No.	App. No.	Description	Issue Date	Record Owner
US	6746713		Method of making ink jet recording media (JOINT)	08-Jun-2004	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	6808767		High gloss ink jet recording media	26-Oct-2004	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	6869639		Film coater & smoothing method apparatus (JOINT)	22-Mar-2005	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	7211297 B2		Apparatus for decreasing skip coating on a paper web.	01-May-2007	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	7939012		A mounting assembly for a single backing roll coating station (JOINT)	01-Dec-1992	Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
CA	pending	2570110	Multi-layer, high barrier packaging materials (US 60/580,507)		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
CA	pending	2507988	Doctor apparatus (US 60/431,270)		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
CA	pending	2499624	Improved film coater method and apparatus (US 10/261,050)		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
CA	pending	2464469	Identification of material inclusions in pulp and paper using Raman spectroscopy (US 10/002,680)		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)

Country	Pat. No.	App. No.	Description	Issue Date	Record Owner
US	pending	60/903107	Dual purposes barcode label/RFID substrate (provisional application)		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	pending	60/785438	paper medium for multifunctional printing (provisional application)		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US	pending	60/489161, 10/898045	low glare, highprint gloss printing paper		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
EP	pending	PCT/US 03/38695, 10/537241, PCT 1567284	doctor apparatus (Canada 2507988)		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
EP	pending	PCT/US 03/030288	improved film coater method and apparatus (doctor means for film coater-smoother) (Canada 2499624)		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
EP	pending	PCT 00119104.8	improved ink jet medium		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
BR	pending	PI 93107830-7	Fountain Applicator Improvement		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)
US		60/963703	Bio-based and/or recyclable high barrier packaging material innovation		Stora Enso North America Corp. (to be renamed NewPage Wisconsin System Inc.)

## **PATENT LICENSE**

License and Research and Development Agreement ("LRDA") dated October 1, 1990, by and between Consolidated Papers, Inc. and J.M. Voith GmbH, as amended. This LRDA terminated April 1, 2004, but the license has continued on a de facto basis and is presently treated by the parties as a paid up license to practice the patents covered by the Agreement.