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United States Patent and Trademark Office

RECORDATION FORM COVER SHEET

PATENTS ONLY

20034-262 (2)

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)  
General Electric Capital Corporation,  
as agent  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: BRPP, LLC  
Internal Address: \_\_\_\_\_

3. Nature of conveyance/Execution Date(s):  
Execution Date(s) 10/31/08  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other Interest in Patent Application

Street Address: 5350 Poplar Ave  
City: Memphis  
State: TN  
Country: USA Zip: 38119  
Additional name(s) & address(es) attached?  Yes  No

4. Application or patent number(s):  This document is being filed together with a new application.  
A. Patent Application No.(s)  
B. Patent No.(s)  
Additional numbers attached?  Yes  No

5. Name and address to whom correspondence concerning document should be mailed:  
Name: Laura Konrath  
Internal Address: Winston & Strawn LLP  
Street Address: 35 W. Wacker Dr.  
City: Chicago  
State: IL Zip: 60601  
Phone Number: 312-558-6352  
Fax Number: 312-558-5700  
Email Address: lkonrath@winston.com

6. Total number of applications and patents involved: 1  
7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40  
 Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

8. Payment Information  
a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_  
b. Deposit Account Number 232428  
Authorized User Name Laura Konrath

9. Signature: [Signature]  
Signature: \_\_\_\_\_  
Date: 11/6/08  
Name of Person Signing: Laura Konrath

Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1460, Alexandria, V.A. 22313-1460

CH \$40.00 232428 10148383

Continuation  
Item 9

**SCHEDULE I**

**Patent Application**

<u>Country</u>	<u>TITLE</u>	<u>Inventors</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
U.S.	Power Supply/Demand Control System <sup>1</sup>	Kanbara, Teruhisa; Gyoten, Hisaaki; Tanigawa, Hidekazu	10/148,383	05/31/2002	N/A	N/A

<sup>1</sup> Note that a security interest was erroneously filed against this patent application, owned by Matsushita Electric Industrial Co., Ltd., due to a typo in the patent application number for patent application number 10/148,313 on Schedule I to the Patent Security Agreement.

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TERMINATION AND RELEASE OF  
SECURITY INTEREST IN PATENT APPLICATION

TERMINATION AND RELEASE, dated as of October 31, 2008, from GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent") to BRPP, LLC, a North Carolina limited liability company ("Grantor").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 17, 2003 by and among Blue Ridge Paper Products Inc., the Persons named therein as Credit Parties (including Grantor), Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Grantor executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of December 17, 2003 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") and that certain Patent Security Agreement, dated as of December 17, 2003 (the "Patent Security Agreement," and together with the Security Agreement, the "Security Agreements").

WHEREAS, the Patent Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office on January 8, 2004, at Reel 014852, Frame 0271;

WHEREAS, under the Patent Security Agreement, Grantor erroneously granted to Agent a security interest in a patent application in which Grantor has no, nor has ever had any, right, title or interest (as indicated on Schedule I hereto, the "Patent Application"); and

WHEREAS, Agent now desires to terminate and release the entirety of its security interest in the Patent Application.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and upon the terms set forth in this Termination and Release, Agent hereby states as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.
2. Release of Security Interest: Agent hereby terminates, releases and discharges its security interest in the Patent Application and any reissues, continuations

or extensions thereof, and all products and proceeds of the foregoing (collectively, the "Patent Collateral"). Any right, title or interest of Agent in such Patent Collateral shall hereby cease and become void.

3. Further Assurances: Agent shall execute and deliver to Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of its security interest in the Patent Collateral.

4. Security Agreements Remain in Effect. This Termination and Release does not affect Agent's security interest in any of Grantor's Patents or other Collateral, and the Security Agreements will otherwise remain in full force and effect.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has duly executed this Termination and Release as of the day and year first above written.

GENERAL ELECTRIC CAPITAL CORPORATION

By: *Meenoo Sameer*  
Name: \_\_\_\_\_  
Title: Meenoo Sameer  
Duly Authorized Signatory

STATE OF CONNECTICUT )  
  :SS:  
COUNTY OF FAIRFIELD)

On this the 31<sup>st</sup> day of October, 2008, before me, Lauren C. Pessy, the undersigned officer, personally appeared MEENOO SAMEER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

*Lauren C. Pessy*  
Signature of Notary Public

Date Commission Expires: 12-31-2010

**LAUREN C. PESSY**  
**NOTARY PUBLIC**  
**STATE OF CONNECTICUT**  
My Commission Expires Dec. 31, 2010

**SCHEDULE I****Patent Application**

<b><u>Country</u></b>	<b><u>TITLE</u></b>	<b><u>Inventors</u></b>	<b><u>App. No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Patent No.</u></b>	<b><u>Issue Date</u></b>
U.S.	Power Supply/Demand Control System <sup>1</sup>	Kanbara, Teruhisa; Gyoten, Hisaaki; Tanigawa, Hidekazu	10/148,383	05/31/2002	N/A	N/A

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