

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 Wisconsin System, Inc.	09/11/2009

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 12

Property Type	Number
Patent Number:	7338559
Patent Number:	6077352
Application Number:	12307854
Application Number:	12294115
Application Number:	11639540
Application Number:	11999944
Application Number:	11041814
Application Number:	10537241
Application Number:	12377211
PCT Number:	US0854651
PCT Number:	US0330288
PCT Number:	US0866130

CORRESPONDENCE DATA

OP \$480.00 7338559

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-876-7628
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Correspondent Name: Linda Kastner c/o Latham & Watkins LLP
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Address Line 4: Chicago, NEW YORK 10286

ATTORNEY DOCKET NUMBER:	022411-1026
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NAME OF SUBMITTER:	Linda R. Kastner
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Total Attachments: 5 source=NewPageWisconsinSystem Parity PSA#page1.tif source=NewPageWisconsinSystem Parity PSA#page2.tif source=NewPageWisconsinSystem Parity PSA#page3.tif source=NewPageWisconsinSystem Parity PSA#page4.tif source=NewPageWisconsinSystem Parity PSA#page5.tif
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PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of September 11, 2009 (as amended, restated or otherwise modified from time to time, the "**Patent Security Agreement**"), is entered into by and between **NEWPAGE WISCONSIN SYSTEM, INC.**, a Wisconsin corporation (the "**Grantor**") and **THE BANK OF NEW YORK MELLON**, a New York banking corporation, in its capacity as collateral trustee for the Secured Parties (together with successors and assigns in such capacity, the "**Parity Lien Collateral Trustee**").

WITNESSETH:

WHEREAS, the Grantor is a party to a Parity Lien Debt Pledge and Security Agreement dated as of May 2, 2005 (the "**Pledge and Security Agreement**") between the Grantor and the other grantors thereto and the Parity 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 Parity Lien Documents, the Grantor hereby agrees with the Parity 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 Parity Lien Collateral Trustee, for the benefit of the Secured Parties, as security for the Secured Obligations, a security interest in all of the 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 the 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 Parity 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 Parity 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).

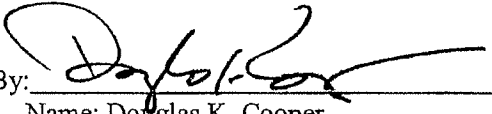
SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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

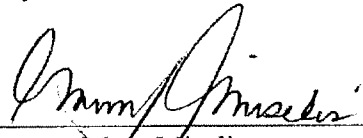
NEWPAGE WISCONSIN SYSTEM, INC.

By: 
Name: Douglas K. Cooper
Title: Vice President, General Counsel
& Secretary

[Signature Page to NP Wisconsin System Patent Security Agreement – Parity]

Accepted and Agreed:

THE BANK OF NEW YORK MELLON,
as Parity Lien Collateral Trustee

By: 
Name: Mary Miselis
Title: Vice President

[Signature Page to NP Wisconsin System Patent Security Agreement – Parity]

SCHEDULE 1 TO PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS AND APPLICATIONS

COUNTRY	PATENT NUMBER	APP. NO.	DESCRIPTION	ISSUE DATE	RECORD OWNER
United States	7338559		Apparatus for decreasing skip coating on a paper web	3/4/08	NewPage Wisconsin System, Inc.
United States	6077352		Mounting assembly for a single backing roll coating station	1/20/00	NewPage Wisconsin System, Inc
United States		PCT/US08/054651 12/307854	Dual purposes barcode label/RFID substrate multifunctional paper identification label		NewPage Wisconsin System, Inc.
United States		2009-0131570A1 12/294115	Paper and coating medium for multifunctional printing		NewPage Wisconsin System, Inc.
United States		11/639540	Multi-Layer, High Barrier Packaging Materials		NewPage Wisconsin System, Inc
United States		11/999944 11/041814 PCT/US03/030288	Improved film coater method and apparatus (doctor means for film coater smoother)		NewPage Wisconsin System, Inc
United States		10/537241	Doctor apparatus		NewPage Wisconsin System, Inc
United States		12/377211 PCT/US08/66130	Substantially Bio-degradable High Barrier Packing Material		NewPage Wisconsin System, Inc.