

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest at 020566/0551

CONVEYING PARTY DATA

Name	Execution Date
GOLDMAN SACHS CREDIT PARTNERS L.P.	11/04/2011

RECEIVING PARTY DATA

Name:	BOISE WHITE PAPER, LLC
Street Address:	1111 WEST JEFFERSON STREET
City:	BOISE
State/Country:	IDAHO
Postal Code:	83728

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	5353996
Patent Number:	5729913
Patent Number:	6947150
Patent Number:	D548590
Patent Number:	D558573
Application Number:	29258468
Application Number:	10590826
Application Number:	10593671
Application Number:	10655643

CORRESPONDENCE DATA

Fax Number: (714)755-8290
 Phone: 714-540-1235
 Email: ipdocket@lw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Latham & Watkins LLP, c/o Julie Dalke

OP \$360.00 5353996

501714572

**PATENT
 REEL: 027181 FRAME: 0561**

Address Line 1: 650 Town Center Dr, 20th fl
Address Line 2: 038611-0051
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 038611-0051

NAME OF SUBMITTER: Adam Kummins

Total Attachments: 17
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**RELEASE OF
PATENT SECURITY AGREEMENT (FIRST LIEN)**

This **RELEASE OF PATENT SECURITY AGREEMENT (FIRST LIEN)**, dated as of November 4, 2011, is made by Goldman Sachs Credit Partners L.P., as collateral agent (the "Collateral Agent") in favor of Aldabra Sub LLC, a Delaware limited liability company, Boise Paper Holdings, L.L.C., a Delaware limited liability company, BZ Intermediate Holdings LLC (formerly known as Aldabra Holding Sub LLC), a Delaware limited liability company, Boise White Paper, L.L.C., a Delaware limited liability company, Boise Packaging & Newsprint, L.L.C., a Delaware limited liability company, Boise Cascade Transportation Holdings Corp., a Delaware corporation, Boise White Paper Sales Corp., a Delaware corporation, Boise White Paper Holdings Corp., a Delaware corporation, International Falls Power Company, a Delaware corporation, Minnesota, Dakota & Western Railway Company, a Minnesota corporation, Bemis Corporation, a Delaware corporation, BC China Corporation, a Delaware corporation, and B C T, Inc., a Delaware corporation, (each an "Assignee" and collectively the "Assignees"). The Collateral Agent hereby terminates and releases, without any representation or warranty of any kind or nature, any right, title and interest of the Collateral Agent, including, without limitation, its lien and security interest in and to all of each Assignee's right, title and interest in, to and under the following assets and properties, whether then owned or at any time thereafter created or acquired by such Assignee or in which such Assignee then had or at any time thereafter acquired any right, title or interest: all of such Assignee's United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application, (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 claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, then and thereafter due and/or payable thereunder, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit, including, but not limited to each patent and patent application referred to on Schedule I attached hereto, including such lien and security interest pledged and granted to Collateral Agent pursuant

to (i) that certain Patent Security Agreement (First Lien) (as amended, restated or otherwise modified from time to time, the "Patent Security Agreement"), dated as of February 22, 2008, between the Assignees and the Collateral Agent, which was submitted to and recorded by the USPTO on February 27, 2008 at reel/frame 020566/0551, a copy of which is attached as Exhibit A, and (ii) that certain Pledge and Security Agreement (First Lien) (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), dated as of February 22, 2008, by and among the Assignees and the Collateral Agent.

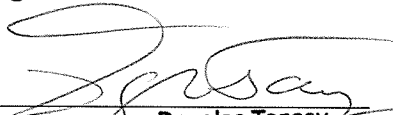
Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement.

The provisions of Section 13 of the Security Agreement, to the extent applicable, are hereby incorporated by reference, mutatis mutandis.

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IN WITNESS WHEREOF, the undersigned has caused this release to be duly executed and delivered as of the date first written above.

**GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Collateral Agent**

By: 
Name: Douglas Tansey
Title: Authorized Signatory

By: _____
Name: _____
Title: _____

SCHEDULE I
to the Release of Patent Security Agreement (First Lien)
(see attached)



United States Patent and Trademark Office

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Assignments on the Web > Patent Query**Patent Assignment Details****NOTE: Results display only for issued patents and published applications. For pending or abandoned applications please consult USPTO staff.**Reel/Frame: 020566/0551

Pages: 8

Recorded: 02/27/2008

Attorney Dkt #: 038611-0051

Conveyance: PATENT SECURITY AGREEMENT (FIRST LIEN)

Total properties: 9

1	Patent #: <u>5353996</u> Title: SOOTBLOWER FRAME AND DRIVE ASSEMBLY	Issue Dt: 10/11/1994	Application #: 08019747	Filing Dt: 02/18/1993
2	Patent #: <u>5729913</u> Title: DRYER FOR PAPER MACHINE	Issue Dt: 03/24/1998	Application #: 08701249	Filing Dt: 08/21/1996
3	Patent #: <u>6947150</u> Publication #: <u>US20030214648</u> Title: METHOD AND APPARATUS FOR DETERMINING OUT-OF-PLANE DEFECTS IN A PAPER SAMPLE	Issue Dt: 09/20/2005 Pub Dt: 11/20/2003	Application #: 10324206	Filing Dt: 12/19/2002
4	Patent #: NONE Publication #: <u>US20070167324</u> Title: Erasable paper product	Issue Dt: Pub Dt: 07/19/2007	Application #: 10590826	Filing Dt: 08/23/2006
5	Patent #: NONE Publication #: <u>US20080248318</u> Title: Low-Opacity Release Paper, Release-Paper Backing and Methods	Issue Dt: Pub Dt: 10/09/2008	Application #: 10593671	Filing Dt: 09/20/2006
6	Patent #: <u>7367490</u> Publication #: <u>US20040124234</u> Title: CONTAINER FOR SHIPPING AND STORING PAPER	Issue Dt: 05/06/2008 Pub Dt: 07/01/2004	Application #: 10655643	Filing Dt: 09/05/2003
7	Patent #: <u>D548590</u> Title: CONTAINER AND A BLANK FOR FORMING THE CONTAINER	Issue Dt: 08/14/2007	Application #: 29189507	Filing Dt: 09/05/2003
8	Patent #: <u>D568738</u> Title: CONTAINER	Issue Dt: 05/13/2008	Application #: 29258468	Filing Dt: 04/21/2006
9	Patent #: <u>D558573</u> Title: CONTAINER	Issue Dt: 01/01/2008	Application #: 29259566	Filing Dt: 05/10/2006

Assignor1 BOISE WHITE PAPER, LLC

Exec Dt: 02/22/2008

Assignee1 GOLDMAN SACHS CREDIT PARTNERS L.P., AS COLLATERAL AGENTC/O GOLDMAN, SACHS & CO.
30 HUDSON STREET, 36TH FLOOR
JERSEY CITY, NEW JERSEY 07302**Correspondence name and address**LATHAM & WATKINS LLP
650 TOWN CENTER DRIVE, 20TH FLOOR
COSTA MESA, CA 92626

EXHIBIT A

(see attached)

TO:LATHAM & WATKINS LLP COMPANY:650 TOWN CENTER DRIVE, 20TH FLOOR

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

FEBRUARY 27, 2008

500473593A

PTAS

LATHAM & WATKINS LLP
650 TOWN CENTER DRIVE, 20TH FLOOR
COSTA MESA, CA 92626UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 02/27/2008

REEL/FRAME: 020566/0551
NUMBER OF PAGES: 8BRIEF: PATENT SECURITY AGREEMENT (FIRST LIEN)
DOCKET NUMBER: 038611-0051

ASSIGNOR:

BOISE WHITE PAPER, LLC

DOC DATE: 02/22/2008

ASSIGNEE:

GOLDMAN SACHS CREDIT PARTNERS
L.P., AS COLLATERAL AGENT
C/O GOLDMAN, SACHS & CO.
30 HUDSON STREET, 36TH FLOOR
JERSEY CITY, NEW JERSEY 07302SERIAL NUMBER: 29258468
PATENT NUMBER:
TITLE: CONTAINERFILING DATE: 04/21/2006
ISSUE DATE:SERIAL NUMBER: 10590826
PATENT NUMBER:
TITLE: ERASABLE PAPER PRODUCTFILING DATE: 08/23/2006
ISSUE DATE:

TO:LATHAM & WATKINS LLP COMPANY:850 TOWN CENTER DRIVE, 20TH FLOOR

020566/0551 PAGE 2

SERIAL NUMBER: 10593671 FILING DATE:
PATENT NUMBER: ISSUE DATE:
TITLE: LOW-OPACITY RELEASE PAPER, RELEASE-PAPER BACKING AND METHODS

SERIAL NUMBER: 10655643 FILING DATE: 09/05/2003
PATENT NUMBER: ISSUE DATE:
TITLE: CONTAINER FOR SHIPPING AND STORING PAPER

SERIAL NUMBER: 08019747 FILING DATE: 02/18/1993
PATENT NUMBER: 5353996 ISSUE DATE: 10/11/1994
TITLE: SOOTBLOWER FRAME AND DRIVE ASSEMBLY

SERIAL NUMBER: 08701249 FILING DATE: 08/21/1996
PATENT NUMBER: 5729913 ISSUE DATE: 03/24/1998
TITLE: DRYER FOR PAPER MACHINE

SERIAL NUMBER: 10324206 FILING DATE: 12/19/2002
PATENT NUMBER: 6947150 ISSUE DATE: 09/20/2005
TITLE: METHOD AND APPARATUS FOR DETERMINING OUT-OF-PLANE DEFECTS IN A PAPER SAMPLE

SERIAL NUMBER: 29189507 FILING DATE: 09/05/2003
PATENT NUMBER: D548590 ISSUE DATE: 08/14/2007
TITLE: CONTAINER AND A BLANK FOR FORMING THE CONTAINER

SERIAL NUMBER: 29259566 FILING DATE: 05/10/2006
PATENT NUMBER: D558573 ISSUE DATE: 01/01/2008
TITLE: CONTAINER

TONYA LEE, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

**02/27/2008
 500473593**

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT (FIRST LIEN)

CONVEYING PARTY DATA

Name	Execution Date
BOISE WHITE PAPER, LLC	02/22/2008

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS CREDIT PARTNERS L.P., as Collateral Agent
Street Address:	c/o Goldman, Sachs & Co.
Internal Address:	30 Hudson Street, 36th Floor
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07302

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	5353996
Patent Number:	5729913
Patent Number:	6947150
Patent Number:	D548590
Patent Number:	D558573
Application Number:	29258468
Application Number:	10590826
Application Number:	10593671
Application Number:	10655643

OP \$360.00 5353996

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com, kristin.azcona@lw.com
Correspondent Name: LATHAM & WATKINS LLP

TO:LATHAM & WATKINS LLP COMPANY:650 TOWN CENTER DRIVE, 20TH FLOOR

Address Line 1:	650 Town Center Drive, 20th Floor
Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	038611-0051
NAME OF SUBMITTER:	Kristin J. Azcona
Total Attachments: 6 source=Boise First Lien Patent Security Agreement - Executed#page1.tif source=Boise First Lien Patent Security Agreement - Executed#page2.tif source=Boise First Lien Patent Security Agreement - Executed#page3.tif source=Boise First Lien Patent Security Agreement - Executed#page4.tif source=Boise First Lien Patent Security Agreement - Executed#page5.tif source=Boise First Lien Patent Security Agreement - Executed#page6.tif	

PATENT SECURITY AGREEMENT (FIRST LIEN)

PATENT SECURITY AGREEMENT (FIRST LIEN), dated as of February 22, 2008 (as amended, restated or otherwise modified from time to time, the "Patent Security Agreement"), by and among ALDABRA SUB LLC, a Delaware limited liability company (to be merged with and into BOISE PAPER HOLDINGS, L.L.C., a Delaware limited liability company, the "Borrower"), ALDABRA HOLDING SUB LLC, a Delaware limited liability company ("Holdings"), CERTAIN SUBSIDIARIES OF THE BORROWER, as Guarantors (together with the Borrower and Holdings, collectively, the "Grantors"), and GOLDMAN SACHS CREDIT PARTNERS L.P., in its capacity as collateral agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the "Collateral Agent").

Reference is made to the Pledge and Security Agreement (First Lien) dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), between each of the Grantors and the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement dated as of February 22, 2008 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")) by and among each of the Grantors, the Lenders and Goldman Sachs Credit Partners L.P., as Administrative Agent. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Defined Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement. The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. As security for the payment or performance in full of the Obligations, each Grantor, pursuant to and in accordance with the Security Agreement, did and hereby pledges and grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a lien and security interest in and to all of such Grantor's right, title and interest in, to and under the following assets and properties, whether now owned or at any time hereafter created or acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title, or interest, but not including any Excluded Assets (collectively, the "Patent Collateral"):

- (a) all of its United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application, (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 claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, now and

hereinafter due and/or payable thereunder, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit ("Patents"), including, but not limited to each patent and patent application referred to on Schedule I attached hereto (as such schedule may be amended or supplemented from time to time).

SECTION 3. Supplement to the Security Agreement. The security interests granted to the Collateral Agent pursuant to this Patent Security Agreement are granted in furtherance of, and not in limitation or expansion of, the security interests granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement and the rights and obligations of the parties thereto. Each party hereto hereby acknowledges and affirms that the rights and remedies of each other party hereto with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the 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 Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 4. Intercreditor. The terms and conditions of this Patent Security Agreement and the Liens and security interests granted to the Collateral Agent pursuant to this Patent Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the terms and conditions of the Intercreditor Agreement in all respects. In the event of any conflict between the terms and conditions of this Patent Security Agreement and the terms and conditions of the Intercreditor Agreement, such conflict shall be resolved in accordance with Section 8.1 of the Intercreditor Agreement.

SECTION 5. Termination. This Agreement is made to secure the satisfactory payment and performance of the Obligations. This Patent Security Agreement and the security interest granted hereby shall automatically terminate with respect to all of a Grantor's Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor's obligations thereunder. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Patent Collateral acquired under this Agreement suitable for filing with any office or agency in which the Collateral Agent has filed this, or a similar, Agreement. Additionally, upon such satisfactory payment, the Collateral Agent shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Patent Collateral.

SECTION 6. 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 7. Miscellaneous. The provisions of Section 13 of the Security Agreement are hereby incorporated by reference, mutatis mutandis.

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.

ALDABRA SUB LLC,

as Grantor

By: 

Name: Samuel K. Cotterell

Title: Vice President

BOISE PAPER HOLDINGS, L.L.C.,

as Grantor

By: 

Name: Samuel K. Cotterell

Title: Vice President

ALDABRA HOLDING SUB LLC,

as Grantor


By: 

Name: Samuel K. Cotterell

Title: Vice President

[Signature Page to Patent Security Agreement]

BOISE WHITE PAPER, L.L.C.
BOISE PACKAGING & NEWSPRINT,
L.L.C.
BOISE CASCADE TRANSPORTATION
HOLDINGS CORP.
BOISE WHITE PAPER SALES CORP.
BOISE WHITE PAPER HOLDINGS
CORP.
INTERNATIONAL FALLS POWER
COMPANY
MINNESOTA, DAKOTA & WESTERN
RAILWAY COMPANY
BEMIS CORPORATION
BC CHINA CORPORATION
B C T, INC.,
as Grantors


By: 
Name: Samuel K. Cotterell
Title: Vice President

[Signature Page to Patent Security Agreement]

PATENT
REEL: 027181 FRAME: 0577

Accepted and Agreed:

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Collateral Agent

By: 

Authorized Signatory

[Signature Page to Patent Security Agreement]

SCHEDULE I
to
PATENT SECURITY AGREEMENT

U.S. PATENT REGISTRATIONS

Title of Patent	Country	Application Number	Filing Date	Patent Number	Issue Date	Grantor Entity
SOOT BLOWER BEAM	US	08/019,747	02/18/1993	5,353,996	10/11/1994	Boise White Paper, L.L.C.
DRYER FOR PAPER MACHINE	US	08/701,249	08/21/1996	5,729,913	03/24/1998	Boise White Paper, L.L.C.
METHOD AND APPARATUS FOR DETERMINING OUT-OF-PLANE DEFECTS IN A PAPER SAMPLE	US	10/324,206	12/19/2002	6,947,150	09/20/2005	Boise White Paper, L.L.C.
CONTAINER AND A BLANK FOR FORMING THE CONTAINER	US	29/189,507	09/05/2003	D548,590	08/14/2007	Boise White Paper, L.L.C.
CONTAINER	US	29/259,566	05/10/2006	D558,573	01/01/2008	Boise White Paper, L.L.C.

U.S. PATENT APPLICATIONS

Title of Patent	Country	Application Number	Filing Date	Grantor Entity
CONTAINER	US	29/258,468	04/21/2006	Boise White Paper, L.L.C.
ERASABLE PAPER PRODUCT	US	10/590,826	08/23/2006	Boise White Paper, L.L.C.
LOW-OPACITY RELEASE PAPER, RELEASE-PAPER BACKING AND METHODS	US	10/593,671	08/25/2005	Boise White Paper, L.L.C.
CONTAINER FOR SHIPPING AND STORING PAPER	US	10/655,643	09/05/2003	Boise White Paper, L.L.C.