

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	SECURITY AGREEMENT												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Bowater Incorporated, A Delaware Corporation</td> <td>12/09/2010</td> </tr> <tr> <td>Abitibi Consolidated Sales Corporation</td> <td>12/09/2010</td> </tr> </tbody> </table>		Name	Execution Date	Bowater Incorporated, A Delaware Corporation	12/09/2010	Abitibi Consolidated Sales Corporation	12/09/2010						
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RECEIVING PARTY DATA													
<table border="1"> <tr> <td>Name:</td> <td>Wells Fargo Bank, National Association, Corporate Trust Services</td> </tr> <tr> <td>Street Address:</td> <td>7000 Central Parkway</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 550</td> </tr> <tr> <td>City:</td> <td>Atlanta</td> </tr> <tr> <td>State/Country:</td> <td>GEORGIA</td> </tr> <tr> <td>Postal Code:</td> <td>30328</td> </tr> </table>		Name:	Wells Fargo Bank, National Association, Corporate Trust Services	Street Address:	7000 Central Parkway	Internal Address:	Suite 550	City:	Atlanta	State/Country:	GEORGIA	Postal Code:	30328
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PROPERTY NUMBERS Total: 2													
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CORRESPONDENCE DATA													
<p>Fax Number: (404)962-6503</p> <p>Phone: (404) 885-3238</p> <p>Email: robert.madayag@troutmansanders.com</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Robert A. Madayag</p> <p>Address Line 1: 600 Peachtree Street, NE, Suite 5200</p> <p>Address Line 2: Bank of America Plaza</p> <p>Address Line 4: Atlanta, GEORGIA 30308-2216</p>													
ATTORNEY DOCKET NUMBER:	38099.000048												
NAME OF SUBMITTER:	Candice P. Dysart												

CH \$80.00 10206616

Total Attachments: 5

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PATENT SECURITY AGREEMENT

(Patents, Patent Applications and Patent Licenses)

PATENT SECURITY AGREEMENT dated as of December 9, 2010 (the “**Patent Security Agreement**”) by and among Bowater Incorporated, a Delaware corporation, Abitibi Consolidated Sales Corporation (collectively, the “**Lien Grantors**”) and Wells Fargo Bank, National Association, as Collateral Agent.

WHEREAS, each the Lien Grantor (herein referred to as the “**Lien Grantor**”) owns, or in the case of licenses is party to, certain of the Patent Collateral (as defined below);

WHEREAS, AbitibiBowater Inc. (the “**Issuer**”), the Guarantors party thereto and Wells Fargo Bank, National Association, as Trustee, are parties to an Indenture dated as of October 4, 2010 (as amended or supplemented from time to time, the “**Indenture**”); and

WHEREAS, pursuant to (i) a Security Agreement dated as of December 9, 2010 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Issuer, the other Guarantors party thereto and Wells Fargo Bank, National Association, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Patent Security Agreement), each Lien Grantor has guaranteed certain obligations of the Issuer and secured such guarantee (the “**Lien Grantors’ Secured Guarantee**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of such Lien Grantor, including all right, title and interest of such Lien Grantor in, to and under the Patent Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Lien Grantor grants to the Grantee, to secure such Lien Grantor’s Secured Guarantee, a continuing security interest in all of such Lien Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Patent Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Patent (as defined in the Security Agreement) owned by such Lien Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto;

(ii) each Patent License (as defined in the Security Agreement) to which such Lien Grantor is a party, including, without limitation, each Patent License identified in Schedule 1 hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Lien Grantor against third parties for past, present or future infringement of any Patent owned by such Lien Grantor (including, without limitation, any Patent identified in Schedule 1 hereto) and all rights and benefits of such Lien Grantor under any Patent License (including, without limitation, any Patent License identified in Schedule 1 hereto).

Notwithstanding anything herein to the contrary, in no event shall the security interest granted hereunder attach to any Excluded Assets (as defined in the Security Agreement), and the term "Patent Collateral" shall expressly exclude all Excluded Assets.

Each Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which such Lien Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement, the Indenture or any Permitted Additional Pari Passu Lien Agreement, such Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by each Lien Grantor to the Grantee pursuant to the Security Agreement. Each Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral 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.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned Lien Grantors have caused this Patent Security Agreement to be duly executed by officers thereunto duly authorized as of the day and year first above written.

BOWATER INCORPORATED

By: William G. Harvey
Name: William G. Harvey
Title: Senior Vice President and Treasurer

ABITIBI CONSOLIDATED SALES
CORPORATION

By: William G. Harvey
Name: William G. Harvey
Title: Vice President and Chief Financial
Officer

Acknowledged:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: _____
Name:
Title:

[Signature Page to Patent Security Agreement]

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By: _____
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Officer

Acknowledged:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: STEFAN VICTORY
Name: STEFAN VICTORY
Title: VICE PRESIDENT

[Signature Page to Patent Security Agreement]

PATENTS, DESIGN PATENTS AND PATENT APPLICATIONS

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>	<u>Grantor</u>
LOADING METHOD AND PROGRAM (Abandoned)	10/206,616	07/26/2002	Bowater Incorporated
METHOD FOR FORMING PULP FROM PROCESSED RECYCLED FIBERS	5,772,847	10/24/1995	Abitibi Consolidated Sales Corporation

PATENT LICENSES

None.