

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3173984

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BARCLAYS BANK PLC	01/07/2015
RECEIVING PARTY DATA	
Name:	NEWPAGE WISCONSIN SYSTEM INC.
Street Address:	8540 GANDER CREEK DRIVE
City:	MIAMISBURG
State/Country:	OHIO
Postal Code:	45342
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6267811
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
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Correspondent Name:	ELAINE CARRERA, LEGAL ASSISTANT
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NAME OF SUBMITTER:	ELAINE CARRERA, LEGAL ASSISTANT
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	01/08/2015
Total Attachments: 5	
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RELEASE OF PATENT SECURITY INTEREST

This Release of Patent Security Interest (this "Release") made as of January 7, 2015, is granted by BARCLAYS BANK PLC, in its capacity as collateral agent (the "Collateral Agent"), in favor of NEWPAGE WISCONSIN SYSTEM INC., a Wisconsin corporation located at 8540 Gander Creek Drive, Miamisburg, Ohio 45342 (the "Grantor"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to those terms in the Guarantee and Collateral Agreement (as defined below).

WHEREAS, the Newpage Corporation, a Delaware corporation (the "Borrower") and the Collateral Agent entered into an Asset-Based Revolving Credit Agreement, dated as of February 11, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement (i) the Grantor, the Collateral Agent and certain other subsidiaries of Borrower entered into that certain Guarantee and Collateral Agreement, dated as of February 11, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") (i) the Grantor and the Collateral Agent entered into that certain Patent Security Agreement dated as of February 11, 2014 (the "Patent Security Agreement") which Patent Security Agreement was recorded with the United States Patent and Trademark Office on March 7, 2014 at Reel 032410 Frame 0239;

WHEREAS, pursuant to the terms and conditions of the Guarantee and Collateral Agreement and the Patent Security Agreement, the Grantor assigned and pledged to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under, among other Collateral, any and all of the following assets then owned or at any time in thereafter acquired by Grantor, or in which Grantor then had or at any time in the future may acquire any right, title or interest (the "Released Collateral"): (a) the patents and applications for patents listed on Schedule A and (b) all reissues, continuations, divisions, continuations-in-part or extensions thereof, and the inventions disclosed or claimed therein; and

WHEREAS, relying upon the representations, warranties and certifications made by the Grantor concerning the permitted sale (pursuant to the terms and conditions set forth in the Credit Agreement) of the Released Collateral, the Collateral Agent has agreed to release its security interest in the Released Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Collateral Agent hereby agree as follows:

Section 1. Release of Security Interest. The Collateral Agent hereby (i) releases, terminates and forever discharges all of its right, title and interest (including security interests), and (ii) reassigns to the applicable Grantor, any right, title and interest that the Collateral Agent may have, in each case, arising under the Guarantee and Collateral Agreement and the Patent Security Agreement in and to all of the Released Collateral. This Release is applicable only and

solely with respect to the Released Collateral and to no other collateral arising under the Guarantee and Collateral Agreement or the Patent Security Agreement (the “Other Collateral”). The Collateral Agent’s security interest, liens, rights, titles and interests in such Other Collateral shall not, and shall not be deemed to, be impaired, interrupted, disrupted or otherwise modified in any respect by this Release.

Section 2. Further Assurances. The Collateral Agent shall, at the reasonable request and sole cost and expense of the Grantor, take, or cause to be taken, all appropriate action, do or cause to be done all things reasonably necessary, proper or advisable under applicable law, execute and deliver any additional documents and other papers, and perform any additional acts that may be reasonably necessary or desirable to evidence the release and termination of the Collateral Agent’s security interests in the Released Collateral, and to consummate and make effective the transactions contemplated by this Release.

Section 3. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

BARCLAYS BANK PLC, as Collateral Agent

By: 
Name: **Marguerite Sutton**
Title: **Vice President**

[Signature Page to Release of Patent Security Interest]

PATENT
REEL: 034742 FRAME: 0299

SCHEDULE A
Patents and Patent Applications

Country	Pat. No.	App. No.	Description	Issue Date	Record Owner
CANADA	2256845	2256845	TALC SLURRY DISPERSION	03/02/2004	NEWPAGE WISCONSIN SYSTEM INC.
UNITED STATES	6,267,811	09/217,489	TALC SLURRY DISPERSION	07/31/2001	NEWPAGE WISCONSIN SYSTEM INC.

PATENT

REEL: 034742 FRAME: 0300

RECORDED: 01/08/2015