

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3717732

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	NEWPAGE INVESTMENT COMPANY, LLC	01/28/2016
	NEWPAGE CORPORATION	01/28/2016
RECEIVING PARTY DATA		
Name:	BARCLAYS BANK PLC	
Street Address:	745 SEVENTH AVENUE	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10019	
PROPERTY NUMBERS Total: 38		
Property Type	Number	
Patent Number:	6203894	
Patent Number:	9212299	
Patent Number:	5985424	
Patent Number:	5851651	
Patent Number:	8727528	
Patent Number:	6242047	
Patent Number:	6410158	
Patent Number:	8431193	
Patent Number:	8480225	
Patent Number:	7504002	
Patent Number:	6531183	
Patent Number:	7070679	
Patent Number:	8349465	
Patent Number:	8821997	
Patent Number:	6217625	
Patent Number:	5436030	
Patent Number:	8096479	
Patent Number:	5952082	
Patent Number:	6630229	

PATENT

Property Type	Number
Patent Number:	RE40857
Patent Number:	6254725
Patent Number:	6808767
Patent Number:	6140406
Patent Number:	6713550
Patent Number:	7625607
Patent Number:	7811657
Patent Number:	6656545
Patent Number:	6129785
Patent Number:	6746713
Patent Number:	7803224
Patent Number:	8771835
Application Number:	14254199
Patent Number:	8821998
Application Number:	14951731
Application Number:	14456186
Patent Number:	7211297
Patent Number:	7338559
Patent Number:	5789023

CORRESPONDENCE DATA

Fax Number: (212)735-2000

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.

Phone: 2127353000

Email: sara.mooney@skadden.com

Correspondent Name: SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

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Address Line 2: MEGAN MANFRED

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ATTORNEY DOCKET NUMBER:	071450/408
NAME OF SUBMITTER:	MEGAN MANFRED
SIGNATURE:	/Megan Manfred/
DATE SIGNED:	01/29/2016

Total Attachments: 9

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT dated as of January 28, 2016 (this "Agreement"), made by each of the signatories hereto (each a "Pledgor" and collectively, the "Pledgors"), in favor of BARCLAYS BANK PLC, as Collateral Agent.

Reference is made to the Guarantee and Collateral Agreement (DIP ABL Facility) dated as of January 28, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among NewPage Investment Company LLC, NewPage Corporation (the "Borrower"), each subsidiary of the Borrower identified therein and the Collateral Agent. The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment and performance, as applicable, in full of the Obligations, each Pledgor pursuant to the Guarantee and Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of each Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by any such Pledgor or in, which any such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "IP Collateral"): (a) all patents of the United States of America and all applications for patents of the United States of America, including those listed on Schedule I, and (b) all reissues, continuations, divisions, continuations-in-part or extensions thereof, and the inventions disclosed or claimed therein.

SECTION 3. **Guarantee and Collateral Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 4. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an

executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. Termination. This Agreement is made to secure the payment of the Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of a Pledgor's Obligations and any Lien arising therefrom shall be automatically released upon termination of the Guarantee and Collateral Agreement or release of such Pledgor's Obligations thereunder or as otherwise provided in the Guarantee and Collateral Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Guarantee and Collateral Agreement, execute and deliver to any Pledgor as such Pledgor may request, an instrument in writing releasing the security interest in the IP Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Guarantee and Collateral Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by a Pledgor 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 IP Collateral.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

NEWPAGE CORPORATION
NEWPAGE CONSOLIDATED PAPERS INC.
NEWPAGE WISCONSIN SYSTEM INC.

By: 
Name: Allen J. Campbell
Title: Chief Financial Officer

BARCLAYS BANK PLC, as Collateral
Agent

By: 

Name: Marguerite Sutton

Title: Vice President

Schedule I
to Patent Security Agreement

U.S. Patents and Patent Applications

See attached Schedule I.

Schedule I to the Patent Security Agreement

Country	Pat. No.	App. No.	Description	Issue Date	Owner
US	6203894		BASECOATED SUBSTRATE FOR AN INKJET RECORDING SHEET	3/20/2001	NEWPAGE CORPORATION
US	9212299		COATED RELEASE LINER SUBSTRATE	12/15/2015	NEWPAGE CORPORATION
US	5985424		COATED PAPER FOR INKJET PRINTING	11/16/1999	NEWPAGE CORPORATION
US	5851651		COATING FOR INKJET RECORDING	12/22/1998	NEWPAGE CORPORATION
US	8727528		GLOSSY RECORDING MEDIUM FOR INKJET PRINTING	5/20/2014	NEWPAGE CORPORATION
US	6242047		HIGH GLOSS COATED PAPER	6/5/2001	NEWPAGE CORPORATION
US	6410158		HIGH GLOSS COATED PAPER	6/25/2002	NEWPAGE CORPORATION
US	8431193		INKJET RECORDING MEDIUM	4/20/2013	NEWPAGE CORPORATION
US	8480225		INKJET RECORDING MEDIUM	7/9/2013	NEWPAGE CORPORATION
US	7504002		METHOD OF PRODUCING COATED PAPER WITH REDUCED GLOSS MOTTLE	3/17/2009	NEWPAGE CORPORATION
US	6531183		METHOD OF PRODUCING HIGH GLOSS PAPER	3/11/2003	NEWPAGE CORPORATION
US	7070679		METHOD OF PRODUCING HIGH GLOSS AND HIGH BULK PAPER	7/4/2006	NEWPAGE CORPORATION
US	8349465		PAPER SUITABLE FOR COLD-SET AS WELL AS HEAT-SET	1/8/2013	NEWPAGE CORPORATION
US	8821997		RECORDING MEDIUM FOR INKJET PRINTING	9/2/2014	NEWPAGE CORPORATION
US	6217625		PELLETIZED PULP	4/17/2001	NEWPAGE CORPORATION

Country	Pat. No.	App. No.	Description	Issue Date	Owner
US	5436030		APPARATUS FOR AND METHOD OF MINIMIZING SKIP COATING ON A PAPER WEB	7/25/1995	NEWPAGE WISCONSIN SYSTEM INC.
US	8096479		MULTIFUNCTIONAL PAPER IDENTIFICATION LABEL	1/17/2012	NEWPAGE WISCONSIN SYSTEM INC.
US	5952082		ELECTROPHOTOGRAPHIC RECORDING MEDIUM AND METHOD	9/14/1999	NEWPAGE WISCONSIN SYSTEM INC.
US	6630229		ELECTROPHOTOGRAPHIC RECORDING MEDIUM AND METHOD	10/7/2003	NEWPAGE WISCONSIN SYSTEM INC.
US	RE40857		ELECTROPHOTOGRAPHIC RECORDING MEDIUM AND METHOD	7/21/2009	NEWPAGE WISCONSIN SYSTEM INC.
US	6254725		HIGH BULK PAPER	7/3/2001	NEWPAGE WISCONSIN SYSTEM INC.
US	6808767		HIGH GLOSS INK JET RECORDING MEDIA	10/26/2004	NEWPAGE WISCONSIN SYSTEM INC.
US	6140406		HIGH SOLIDS INTERACTIVE COATING COMPOSITION INK JET RECORDING MEDIUM AND METHOD	10/31/2000	NEWPAGE WISCONSIN SYSTEM INC.
US	6713550		METHOD FOR MAKING A HIGH SOLIDS INTERACTIVE COATING COMPOSITION AND INK JET RECORDING MEDIUM	3/30/2004	NEWPAGE WISCONSIN SYSTEM INC.
US	7625607		LOW GLARE HIGH PRINT GLOSS PRINTING PAPER	12/1/2009	NEWPAGE WISCONSIN SYSTEM INC.
US	7811657		LOW GLARE HIGH PRINT GLOSS PRINTING PAPER	10/12/2010	NEWPAGE WISCONSIN SYSTEM INC.
US	6656545		LOW PH COATING COMPOSITION FOR INK JET RECORDING MEDIUM AND METHOD	12/2/2003	NEWPAGE WISCONSIN SYSTEM INC.

Country	Pat. No.	App. No.	Description	Issue Date	Owner
US	6129785		LOW PH COATING COMPOSITION FOR INK JET RECORDING MEDIUM AND METHOD	10/10/2000	NEWPAGE WISCONSIN SYSTEM INC.
US	6746713		METHOD OF MAKING INK JET RECORDING MEDIA	1/08/2004	NEWPAGE WISCONSIN SYSTEM INC.
US	7803224		PAPER AND COATING MEDIUM FOR MULTIFUNCTIONAL PRINTING	9/28/2010	NEWPAGE WISCONSIN SYSTEM INC.
US	8771835		SUBSTANTIALLY BIODEGRADABLE AND COMPOSTABLE HIGH BARRIER PACKAGING MATERIAL AND METHODS FOR PRODUCTION	3/12/2015	NEWPAGE WISCONSIN SYSTEM INC.
US	PENDING	14/254199	SMA MODIFIED STARCH		NEWPAGE WISCONSIN SYSTEM INC.
US	8821997		RECORDING MEDIUM FOR INKJET PRINTING	9/2/2014	NEWPAGE CORPORATION
US	8821998		RECORDING MEDIUM FOR INKJET PRINTING	9/2/2014	NEWPAGE CORPORATION
US	8096479		MULTIFUNCTIONAL PAPER IDENTIFICATION LABEL	1/17/2012	NEWPAGE WISCONSIN SYSTEM INC.
US	PENDING	14/951731	COMPOSITE PAPER PULP COMPOSITION AND METHOD OF MAKING		NEWPAGE WISCONSIN SYSTEM INC.
US	PENDING	14/456186	INKJET PRINTED ELECTRONIC DEVICE		NEWPAGE CORPORATION
US	7211297		APPARATUS FOR DECREASING SKIP COATING ON A PAPER WEB	5/1/2007	NEWPAGE WISCONSIN SYSTEM INC.
US	7338559		APPARATUS FOR DECREASING SKIP COATING ON A PAPER WEB	3/4/2008	NEWPAGE WISCONSIN SYSTEM INC.

Country	Pat. No.	App. No.	Description	Issue Date	Owner
US	5789023		METHOD OF APPLYING COATING TO A WEB USING CENTRIFUGAL FORCE	08/04/1998	NEWPAGE WISCONSIN SYSTEM INC.