PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3964542

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Execution Date |
|--|----------------|
| NEWPAGE CORPORATION | 07/15/2016 |
| NEWPAGE WISCONSIN SYSTEM INC. | 07/15/2016 |
| NEWPAGE CONSOLIDATED PAPERS, INC. (FKA STORA ENSO NORTH AMERICA CORP.) | 07/15/2016 |
| VERSO PAPER LLC | 07/15/2016 |

RECEIVING PARTY DATA

| Name: | WELLS FARGO, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT |
|-------------------|--|
| Street Address: | 1100 ABERNATHY ROAD, NE, 16TH FLOOR |
| Internal Address: | ATTN: LOAN PORTFOLIO MANAGER |
| City: | ATLANTA |
| State/Country: | GEORGIA |
| Postal Code: | 30328 |

PROPERTY NUMBERS Total: 37

| 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: | 8821998 |
| Patent Number: | 6217625 |
| Patent Number: | 8821997 |
| | |

<u>PATENT</u>

REEL: 039358 FRAME: 0593

| Property Type | Number |
|----------------|---------|
| Patent Number: | 8096479 |
| Patent Number: | 5952082 |
| Patent Number: | 6630229 |
| 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 |
| Patent Number: | 7018509 |
| Patent Number: | 8260672 |
| Patent Number: | 8630910 |
| Patent Number: | 6024835 |
| Patent Number: | 6504625 |
| Patent Number: | 6267811 |

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: 212-735-2811

Email: mribando@skadden.com

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

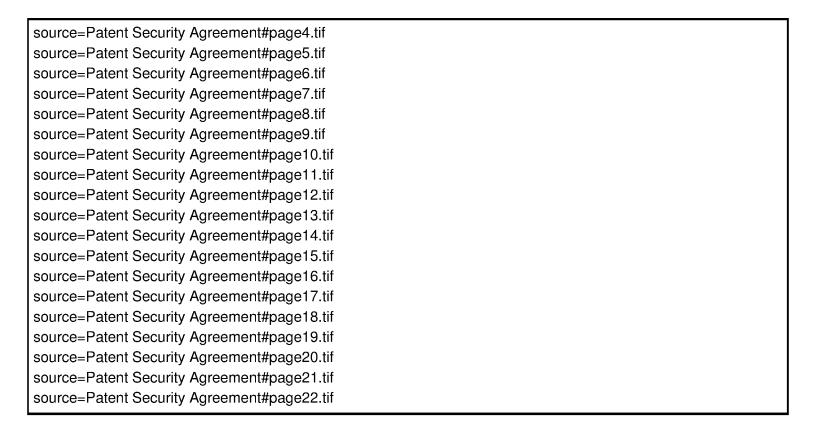
Address Line 1: FOUR TIMES SQUARE MONIQUE L. RIBANDO

Address Line 4: NEW YORK, NEW YORK 10036

| ATTORNEY DOCKET NUMBER: | 071450/420 |
|-------------------------|--------------------|
| NAME OF SUBMITTER: | MEGAN C. MANFRED |
| SIGNATURE: | /Megan C. Manfred/ |
| DATE SIGNED: | 07/15/2016 |

Total Attachments: 22

source=Patent Security Agreement#page1.tif source=Patent Security Agreement#page2.tif source=Patent Security Agreement#page3.tif



PATENT SECURITY AGREEMENT (ABL FACILITY)

PATENT SECURITY AGREEMENT (ABL FACILITY), dated as of July 15, 2016 (this "<u>Agreement</u>"), made by each of the signatories hereto (each a "<u>Pledgor</u>" and collectively, the "<u>Pledgors</u>"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent (in such capacity, together with any successor administrative agent, the "<u>Administrative Agent</u>") for the Secured Parties (as defined in the Guarantee and Collateral Agreement (as defined below)).

Reference is made to the Guarantee and Collateral Agreement (ABL Facility), dated as of July 15, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among VERSO PAPER FINANCE HOLDINGS LLC, a Delaware limited liability company ("Holdings"), VERSO PAPER HOLDINGS LLC, a Delaware limited liability company (the "Company"), each Subsidiary of Holdings party thereto from time to time, and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (as defined therein).

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 or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Obligations, the Pledgor pursuant to the Guarantee and Collateral Agreement did, and hereby does, assign and pledge to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and grant to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Pledgor or in which the Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the "**IP Collateral**"):
 - (i) (a) all letters patent of the United States or the equivalent thereof in any other country or jurisdiction, including those listed on Schedule I, and all applications for letters patent of the United States or the equivalent thereof in any other country or jurisdiction, including those listed on Schedule I, (b) all provisionals, reissues, extensions, continuations, divisions, continuations-in-part, reexaminations or revisions thereof, and the inventions disclosed or claimed therein, including the right to make, use, import and/or sell the inventions disclosed or claimed therein, (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing,

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including damages and payments for past or future infringement thereof and (e) any rights corresponding to any of the foregoing throughout the world; and

(ii) to the extent not otherwise included, all proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any person with respect to any of the foregoing.

Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute a grant of a security interest in (and the following shall not constitute IP Collateral for the Obligations) any Excluded Assets (and Excluded Assets shall not constitute IP Collateral for the Obligations).

SECTION 3. Guarantee and Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative 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 and the security interest granted hereby shall automatically terminate with respect to all of the Pledgor's Obligations and any Lien arising therefrom shall be automatically released upon termination of the Guarantee and Collateral Agreement or as otherwise provided in the Guarantee and Collateral Agreement. The Administrative Agent shall, in connection with any termination or release hereunder or under the Guarantee and Collateral Agreement, execute and deliver to the Pledgor as the Pledgor may reasonably request, an instrument in writing evidencing such release of the security interest in the IP Collateral acquired under this Agreement; provided that the Administrative Agent shall not be required to take any action under this Section 5 unless the Pledgor shall have delivered to the Administrative Agent together with such request, which may be incorporated into such request, a reasonably detailed description of the IP Collateral, which in any event shall be sufficient to effect the appropriate release without affecting any other Collateral. Any execution and delivery of instruments pursuant to this Section 5 shall be without recourse to or warranty by the Administrative Agent. In connection with any release pursuant to this Section 5, the Pledgor shall be permitted to take any action in connection therewith consistent with such release including, without limitation, the filing of such instrument with the United States Patent and Trademark Office. The Pledgor agrees to pay all reasonable and documented

out-of-pocket expenses incurred by the Administrative Agent (and its representatives and counsel) in connection with the execution and delivery of such release instruments.

SECTION 6. Authorization to Revise Schedules. The Pledgor hereby authorizes the Administrative Agent to supplement this Agreement by supplementing Schedule I, II, or III hereto or adding additional schedules hereto to specifically identify any asset or item that may constitute IP Collateral (and to present and otherwise record (including with the United States Patent and Trademark Office) this Agreement together with such supplemented or additional schedules, which shall be and are hereby incorporated into this Agreement by reference).

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder, in each case, with respect to the IP Collateral are subject to the limitations and provisions of the Intercreditor Agreements. In the event of any conflict between the terms of the Intercreditor Agreements and the terms of this Agreement with respect to the IP Collateral, the terms of the applicable Intercreditor Agreement shall govern and control. Notwithstanding anything herein to the contrary, prior to the Discharge (as defined in the ABL Intercreditor Agreement) of the Non-ABL Obligations (as defined in the ABL Intercreditor Agreement), (i) the Pledgor shall not be required to act or refrain from acting with respect to any Non-ABL Priority Collateral (as defined in the ABL Intercreditor Agreement) if compliance by the Pledgor with such requirement would result in a breach of or constitute a default under the ABL Intercreditor Agreement, and (ii) the requirements of this Agreement to deliver any Non-ABL Priority Collateral and any certificates, instruments or documents in relation thereto to the Administrative Agent shall be deemed satisfied by delivery of such Non-ABL Priority Collateral and such certificates, instruments or documents in relation thereto to the Applicable Possessory Collateral Agent (as defined in the ABL Intercreditor Agreement).

[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 WISCONSIN SYSTEM INC.
NEWPAGE CONSOLIDATED PAPERS INC. [fka
STORA ENSO NORTH AMERICA CORP.]
VERSO PAPER LLC

Ву:

Name: Title: \llen J/Campbell

Senior Vice President, Chief Financial Officer and Assistant

Secretary

(Signature Page to ABL Patent Security Agreement)

PATENT

REEL: 039358 FRAME: 0599

Accepted and Agreed to:

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Administrative Agent

By:

Name: Anwar S. Young

Title: Authorized Signatory

[Signature Page to ABL Patent Security Agreement]

PATENT

REEL: 039358 FRAME: 0600

A. Patents Owned by NewPage Corporation

U.S. Patent Registrations and U.S. Published Patent Applications

| | | | | | Record |
|---------|------------|-----------------|---------------|------------|--------|
| Country | Pat. No. | App. No. | Description | Issue Date | Owner |
| MX | 227258 | PA/a/2000/00440 | BASECOATED | 04/15/2005 | NEWPA |
| | | 3 | SUBSTRATE | | GE |
| | | | FOR AN INKJET | | CORPOR |
| | | | RECORDING | | ATION |
| | | | SHEET | | |
| US | 6,203,894 | 09/305,922 | BASECOATED | 03/20/2001 | NEWPA |
| | | | SUBSTRATE | | GE |
| | | | FOR AN INKJET | | CORPOR |
| | | | RECORDING | | ATION |
| | | | SHEET | | |
| US | 9,212,299 | 12/945,317 | COATED | 12/15/2015 | NEWPA |
| | | | RELEASE | | GE |
| | | | LINER | | CORPOR |
| | | | SUBSTRATE | | ATION |
| US | 5,985,424 | 09/020,826 | COATED PAPER | 11/16/1999 | NEWPA |
| | | | FOR INKJET | | GE |
| | | | PRINTING | | CORPOR |
| | | | | | ATION |
| US | 5,851,651 | 08/833,542 | COATING FOR | 12/22/1998 | NEWPA |
| | | | INKJET | | GE |
| | | | RECORDING | | CORPOR |
| | | | | | ATION |
| AU | 2012217618 | 2012217618 | GLOSSY | 08/13/2015 | NEWPA |
| | | | RECORDING | | GE |
| | | | MEDIUM FOR | | CORPOR |
| | | | INKJET | | ATION |
| | | | PRINTING | | |
| CN | 103370473 | 201280009132 | GLOSSY | 06/01/2016 | NEWPA |
| | | | RECORDING | | GE |
| | | | MEDIUM FOR | | CORPOR |
| | | | INKJET | | ATION |
| | | | PRINTING | | |
| EP | 2675951 | 12707192.6 | GLOSSY | 12/25/2013 | NEWPA |
| | | | RECORDING | | GE |
| | | | MEDIUM FOR | | CORPOR |
| | | | INKJET | | ATION |

1057637.01A-CHISR02A - MSW

| Country | Pat. No. | App. No. | Description | Issue Date | Record Owner |
|---------|------------|----------------------|---|------------|--------------------------------|
| | | | PRINTING | | |
| US | 8,727,528 | 13/397,943 | GLOSSY RECORDING MEDIUM FOR INKJET PRINTING | 05/20/2014 | NEWPA GE CORPOR ATION |
| CA | 2305115 | 2305115 | HIGH GLOSS COATED PAPER | 08/10/2004 | NEWPA GE CORPOR ATION |
| СН | 1045068 | 00401011.2 | HIGH GLOSS COATED PAPER | 05/09/2012 | NEWPA GE CORPOR ATION |
| DE | 60047165.9 | 00401011.2 | HIGH GLOSS COATED PAPER | 05/09/2012 | NEWPA GE CORPOR ATION |
| FI | 1045068 | 00401011.2 | HIGH GLOSS COATED PAPER | 05/09/2012 | NEWPA GE CORPOR ATION |
| JP | 3792987 | 00-111203 | HIGH GLOSS COATED PAPER | 04/14/2006 | NEWPA GE CORPOR ATION |
| MX | 220565 | PA/a/2000/00355 5 | HIGH GLOSS COATED PAPER | 05/26/2004 | NEWPA GE CORPOR ATION |
| US | 6,242,047 | 09/289,871 | HIGH GLOSS COATED PAPER | 06/05/2001 | NEWPA GE CORPOR ATION |
| US | 6,410,158 | 09/788,701 | HIGH GLOSS COATED PAPER | 06/25/2002 | NEWPA GE CORPOR ATION |
| AU | 2010282530 | 2010282530 | INKJET RECORDING MEDIUM | 08/06/2015 | NEWPA GE CORPOR ATION |
| AU | 2010286460 | 2010286460 | INKJET RECORDING | 11/05/2015 | NEWPA GE |

| Country | Pat. No. | App. No. | Description | Issue Date | Record Owner |
|---------|--------------|-----------------|-------------------------------|------------|--------------------------------|
| | | | MEDIUM | | CORPOR ATION |
| BR | PENDING | 1112012004255-6 | INKJET RECORDING MEDIUM | | NEWPA GE CORPOR ATION |
| BR | PENDING | 1120120028731 | INKJET RECORDING MEDIUM | | NEWPA GE CORPOR ATION |
| CA | 2769669 | 2769669 | INKJET RECORDING MEDIUM | 07/05/2016 | NEWPA GE CORPOR ATION |
| CN | 201080045301 | 201080045301.6 | INKJET RECORDING MEDIUM | 08/05/2015 | NEWPA GE CORPOR ATION |
| CN | 201080035391 | 201080035391.0 | INKJET RECORDING MEDIUM | 09/09/2015 | NEWPA GE CORPOR ATION |
| EP | 2464524 | 10749540.0 | INKJET RECORDING MEDIUM | 12/25/2013 | NEWPA GE CORPOR ATION |
| DE | 2464524 | 10749540.0 | INKJET RECORDING MEDIUM | 12/25/2013 | NEWPA GE CORPOR ATION |
| FI | 2464524 | 10749540.0 | INKJET RECORDING MEDIUM | 12/25/2013 | NEWPA GE CORPOR ATION |
| FR | 2464524 | 10749540.0 | INKJET RECORDING MEDIUM | 12/25/2013 | NEWPA GE CORPOR ATION |
| GB | 2464524 | 10749540.0 | INKJET RECORDING MEDIUM | 12/25/2013 | NEWPA GE CORPOR ATION |
| IT | 2464524 | 10749540.0 | INKJET RECORDING | 12/25/2013 | NEWPA GE |

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|---------|-----------|-----------------|-----------------|------------|-----------------|
| Country | Pat. No. | App. No. | Description | Issue Date | Owner |
| | | | MEDIUM | | CORPOR ATION |
| SE | 2464524 | 10749540.0 | INKJET | 12/25/2013 | NEWPA |
| | | | RECORDING | | GE |
| | | | MEDIUM | | CORPOR |
| | | | | | ATION |
| EP | 2473672 | 10750221.3 | INKJET | 7/11/2012 | NEWPA |
| | | | RECORDING | | GE |
| | | | MEDIUM | | CORPOR |
| | | | | | ATION |
| JP | 5698748 | 2012-524857 | INKJET | 02/20/2015 | NEWPA |
| | | | RECORDING | | GE |
| | | | MEDIUM | | CORPOR |
| | | | | | ATION |
| JP | PENDING | 2012-527084 | INKJET | | NEWPA |
| | | | RECORDING | | GE |
| | | | MEDIUM | | CORPOR |
| | | | | | ATION |
| KR | PENDING | 10-2012-7006182 | INKJET | | NEWPA |
| | | | RECORDING | | GE |
| | | | MEDIUM | | CORPOR |
| | | | | | ATION |
| MX | 328182 | Mx/a/2012/00249 | INKJET | 03/02/2015 | NEWPA |
| | | 2 | RECORDING | | GE |
| | | | MEDIUM | | CORPOR |
| | | | | | ATION |
| MX | 323693 | MS/a/2012/00182 | INKJET | 09/17/2014 | NEWPA |
| | | 6 | RECORDING | | GE |
| | | | MEDIUM | | CORPOR |
| | | | | | ATION |
| US | 8,431,193 | 12/855,135 | INKJET | | NEWPA |
| | | | RECORDING | 04/30/2013 | GE |
| | | | MEDIUM | | CORPOR |
| | | | | | ATION |
| US | 8,480,225 | 12/872,112 | INKJET | | NEWPA |
| | | <u>'</u> | RECORDING | 07/09/2013 | GE |
| | | | MEDIUM | | CORPOR |
| | | | | | ATION |
| US | 7,504,002 | 11/336,389 | METHOD OF | 03/17/2009 | NEWPA |
| | | ĺ | PRODUCING | | GE |
| | | | COATED PAPER | | CORPOR |
| | | | WITH | | ATION |
| | | | REDUCED | | |
| | | | GLOSS MOTTLE | | |
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| Committee | Pat. No. | Ann No | Becarintian | Issue Date | Record Owner |
|---------------|--|---------------------|-----------------------|------------|-----------------|
| Country US | ······································ | App. No. 09/656,348 | Description METHOD OF | 03/11/2003 | |
| 03 | 6,531,183 | 09/030,348 | PRODUCING | 03/11/2003 | NEWPA GE |
| | | | HIGH GLOSS | | CORPOR |
| | | | PAPER | | ATION |
| US | 7,070,679 | 10/345,247 | HIGH GLOSS | 07/04/2006 | NEWPA |
| 03 | 7,070,079 | 10/343,247 | AND HIGH | 07/04/2000 | GE |
| | | | BULK PAPER | | CORPOR |
| | | | BULKTATEK | | ATION |
| US | 8,349,465 | 12/794,260 | PAPER | 01/08/2013 | NEWPA |
| | | | SUITABLE FOR | | GE |
| | | | COLD-SET AS | | CORPOR |
| | | | WELL AS | | ATION |
| | | | HEAT-SET | | |
| AU | 2011343730 | 2011343730 | RECORDING | 09/10/2015 | NEWPA |
| | | | MEDIUM FOR | | GE |
| | | | INKJET | | CORPOR |
| | | | PRINTING | | ATION |
| CN | 201180060014 | 201180060014 | RECORDING | 07/01/2015 | NEWPA |
| | | | MEDIUM FOR | | GE |
| | | | INKJET | | CORPOR |
| | | | PRINTING | | ATION |
| EP | 2651652 | 11808458.1 | RECORDING | 10/23/2013 | NEWPA |
| | | | MEDIUM FOR | | GE |
| | | | INKJET | | CORPOR |
| | | | PRINTING | | ATION |
| EP | 2836363 | 13775161.6 | RECORDING | 12/02/2015 | NEWPA |
| | | | MEDIUM FOR | | GE |
| | | | INKJET | | CORPOR |
| | | | PRINTING | | ATION |
| US | 8,821,998 | 14/036,849 | RECORDING | 09/02/2014 | NEWPA |
| | | | MEDIUM FOR | | GE |
| | | | INKJET | | CORPOR |
| | | | PRINTING | | ATION |
| US | 6,217,625 | 09/436,040 | PELLETIZED | 04/17/2001 | NEWPA |
| | | | PULP | | GE |
| | | | | | CORPOR |
| | | | | | ATION |
| US | 8,821,997 | 13/326,915 | RECORDING | 09/02/2014 | NEWPA |
| | | | MEDIUM FOR | | GE |
| | | | INKJET | | CORPOR |
| | | | PRINTING | | ATION |
| WO | PENDING | PCT/US2015/036 | | | NEWPA |
| | | 462 | PRINTED | | GE |
| | | | ELECTRONIC | | CORPOR |

| Country | Pat. No. | App. No. | Description | Issue Date | Record Owner |
|----------|------------|----------------------|---|------------|--------------------------------|
| <u> </u> | 1 41. (10. | дарр. 110. | DEVICE | issue Date | ATION |
| AU | PENDING | 2013246086 | RECORDING MEDIUM FOR INKJET PRINTING | | NEWPA GE CORPOR ATION |
| CA | PENDING | 2825968 | GLOSSY RECORDING MEDIUM FOR INKJET PRINTING | | NEWPA GE CORPOR ATION |
| JP | PENDING | 2015505851 | RECORDING MEDIUM FOR INKJET PRINTING | | NEWPA GE CORPOR ATION |
| MX | PENDING | Mx/a/2013/00676 4 | | | NEWPA GE CORPOR ATION |
| MX | PENDING | Mx/a/2014/01230 4 | RECORDING MEDIUM FOR INKJET PRINTING | | NEWPA GE CORPOR ATION |
| CN | PENDING | 201380019632 | RECORDING MEDIUM FOR INKJET PRINTING | | NEWPA GE CORPOR ATION |
| CA | PENDING | 2819511 | RECORDING MEDIUM FOR INKJET PRINTING | | NEWPA GE CORPOR ATION |
| CA | PENDING | 2868520 | RECORDING MEDIUM FOR INKJET PRINTING | | NEWPA GE CORPOR ATION |
| KR | PENDING | 10-2012-7008067 | INKJET RECORDING MEDIUM | | NEWPA GE CORPOR ATION |
| KR | PENDING | 10-2014-7031668 | RECORDING MEDIUM FOR INKJET PRINTING | | NEWPA GE CORPOR ATION |

| | | | | | Record |
|---------|----------|---------------|---------------|------------|--------|
| Country | Pat. No. | App. No. | Description | Issue Date | Owner |
| CA | PENDING | 2772385 | PAPER | | NEWPA |
| | | | SUBSTRATE | | GE |
| | | | WITH INKJET- | | CORPOR |
| | | | RECEPTIVE | | ATION |
| | | | COATING | | |
| | | | COMPRISING | | |
| | | | CATIONIC | | |
| | | | POROUS SILICA | | |
| JP | PENDING | 2013554592 | GLOSSY | | NEWPA |
| | | | RECORDING | | GE |
| | | | MEDIUM FOR | | CORPOR |
| | | | INKJET | | ATION |
| | | | PRINTING | | |
| KR | PENDING | 1020137024684 | GLOSSY | | NEWPA |
| | | | RECORDING | | GE |
| | | | MEDIUM FOR | | CORPOR |
| | | | INKJET | | ATION |
| | | | PRINTING | | |
| MX | PENDING | 2013/009542 | GLOSSY | | NEWPA |
| | | | RECORDING | | GE |
| | | | MEDIUM FOR | | CORPOR |
| | | | INKJET | | ATION |
| | | | PRINTING | | |

B. Patents Owned by NewPage Wisconsin System Inc.

U.S. Patent Registrations and U.S. Published Patent Applications

| Country | Pat. No. | App. No. | Description | Issue Date | Record Owner |
|---------|-----------|------------|--|------------|--|
| US | 8,096,479 | 12/307,854 | MULTIFUNCTIO NAL PAPER IDENTIFICATIO N LABEL | | NEWPA GE WISCON SIN SYSTEM INC. |
| CA | 2678556 | 2678556 | MULTIFUNCTIO NAL PAPER IDENTIFICATIO N LABEL | 01/31/2012 | NEWPA GE WISCON SIN SYSTEM INC. |
| US | 5,952,082 | 08/896,974 | ELECTROPHOT OGRAPHIC RECORDING MEDIUM AND METHOD | 09/14/1999 | NEWPA GE WISCON SIN SYSTEM INC. |
| US | 6,630,229 | 09/591,040 | ELECTROPHOT OGRAPHIC RECORDING MEDIUM AND METHOD | 10/07/2003 | NEWPA GE WISCON SIN SYSTEM INC. |
| US | RE40857 | 10/806,085 | ELECTROPHOT OGRAPHIC RECORDING MEDIUM AND METHOD | 07/21/2009 | NEWPA GE WISCON SIN SYSTEM INC. |
| US | 6,254,725 | 08/880,045 | HIGH BULK PAPER | 07/03/2001 | NEWPA GE WISCON SIN SYSTEM INC. |
| CA | 2238466 | 2238466 | HIGH BULK PAPER | 11/30/2004 | NEWPA GE WISCON |

1057637.01A-CHISR02A - MSW

| Country | Pat. No. | App. No. | Description | Issue Date | Record Owner |
|---------|-----------|------------|--|------------|--|
| | | | | | SIN SYSTEM INC. |
| US | 6,808,767 | 09/838,480 | HIGH GLOSS INK JET RECORDING MEDIA | 10/26/2004 | NEWPA GE WISCON SIN SYSTEM INC. |
| US | 6,140,406 | 09/097,016 | HIGH SOLIDS INTERACTIVE COATING COMPOSITION, INK JET RECORDING MEDIUM, AND METHOD | 10/31/2000 | NEWPA GE WISCON SIN SYSTEM INC. |
| US | 6,713,550 | 09/941,279 | METHOD FOR MAKING A HIGH SOLIDS INTERACTIVE COATING COMPOSITION AND INK JET RECORDING MEDIUM | 03/30/2004 | NEWPA GE WISCON SIN SYSTEM INC. |
| CA | 2308685 | 2308685 | HIGH SOLIDS INTERACTIVE COATING COMPOSITION, INK JET RECORDING MEDIUM AND METHOD | 07/20/2004 | NEWPA GE WISCON SIN SYSTEM INC. |
| EP | 1153757 | 00110333.2 | HIGH SOLIDS INTERACTIVE COATING COMPOSITION AND INK JET RECORDING MEDIUM | 11/14/2001 | NEWPA GE WISCON SIN SYSTEM INC. |
| FR | 1153757 | 00110333.2 | HIGH SOLIDS INTERACTIVE COATING | 07/11/2007 | NEWPA GE WISCON |

| Country | Pat. No. | App. No. | Description | Issue Date | Record Owner |
|---------|------------|------------|--|------------|--|
| | 1 41. 10. | XIII. | COMPOSITION AND INK JET RECORDING MEDIUM | | SIN SYSTEM INC. |
| DE | 60035488.1 | 00110333.2 | HIGH SOLIDS INTERACTIVE COATING COMPOSITION AND INK JET RECORDING MEDIUM | 07/11/2007 | NEWPA GE WISCON SIN SYSTEM INC. |
| IT | 1153757 | 00110333.2 | HIGH SOLIDS INTERACTIVE COATING COMPOSITION AND INK JET RECORDING MEDIUM | 07/11/2007 | NEWPA GE WISCON SIN SYSTEM INC. |
| GB | 1153757 | 00110333.2 | HIGH SOLIDS INTERACTIVE COATING COMPOSITION AND INK JET RECORDING MEDIUM | 07/11/2007 | NEWPA GE WISCON SIN SYSTEM INC. |
| US | 7,625,607 | 10/898,045 | LOW GLARE, HIGH PRINT GLOSS PRINTING PAPER | 12/01/2009 | NEWPA GE WISCON SIN SYSTEM INC. |
| US | 7,811,657 | 12/273,281 | LOW GLARE, HIGH PRINT GLOSS PRINTING PAPER | 10/12/2010 | NEWPA GE WISCON SIN SYSTEM INC. |
| US | 6,656,545 | 09/573,592 | LOW PH COATING COMPOSITION FOR INK JET RECORDING MEDIUM AND METHOD | 12/02/2003 | NEWPA GE WISCON SIN SYSTEM INC. |

| C | Pat. No. | L. N. | Daniel de la constantina | Issue Date | Record Owner |
|---------------|------------|----------------------------|----------------------------|------------|-----------------|
| Country US | 6,129,785 | App. No. 08/874,166 | Description LOW PH | 10/10/2000 | NEWPA |
| 03 | 0,129,783 | 00/0/4,100 | COATING | 10/10/2000 | GE |
| | | | COMPOSITION | | WISCON |
| | | | FOR INK JET | | SIN |
| | | | RECORDING | | SYSTEM |
| | | | MEDIUM AND | | INC. |
| | | | METHOD | | Inve. |
| CA | 2284469 | 2284469 | LOW PH | 12/07/2004 | NEWPA |
| CA | 2204409 | 2204409 | COATING | 12/0//2004 | GE |
| | | | COMPOSITION | | WISCON |
| | | | FOR INK JET | | SIN |
| | | | RECORDING | | SYSTEM |
| | | | MEDIUM AND | | INC. |
| | | | METHOD | | INC. |
| EP | 1090776 | 99119753.4 | LOW PH | 10/10/2000 | NEWPA |
| | 1090770 | 99119733.4 | COATING | 10/10/2000 | GE |
| | | | COMPOSITION | | WISCON |
| | | | FOR INK JET | | SIN |
| | | | RECORDING | | SYSTEM |
| | | | MEDIUM AND | | INC. |
| | | | METHOD | | IIIC. |
| FR | 1090776 | 99119753.4 | LOW PH | 06/16/2004 | NEWPA |
| FK | 1090770 | 99119733.4 | COATING | 00/10/2004 | GE |
| | | | COMPOSITION | | WISCON |
| | | | FOR INK JET | | SIN |
| | | | RECORDING | | SYSTEM |
| | | | MEDIUM AND | | INC. |
| | | | METHOD | | IIIC. |
| DE | 69918115.1 | 99119753.4 | LOW PH | 06/16/2004 | NEWPA |
| DE | 09918113.1 | 99119733.4 | COATING | 00/10/2004 | GE |
| | | | COMPOSITION | | WISCON |
| | | | FOR INK JET | | SIN |
| | | | RECORDING | | SYSTEM |
| | | | MEDIUM AND | | INC. |
| | | | METHOD | | inc. |
| IT | 1000776 | 00110752.4 | LOW PH | 06/16/2004 | NEWDA |
| 111 | 1090776 | 99119753.4 | | 06/16/2004 | NEWPA GE |
| | | | COMPOSITION | | GE WISCON |
| | | | COMPOSITION FOR INK JET | | |
| | | | FOR INK JET | | SIN |
| | | | RECORDING | | SYSTEM |
| | | | MEDIUM AND | | INC. |
| GD. | 1000776 | 00110752.4 | METHOD | 06/16/2004 | NIENIA |
| GB | 1090776 | 99119753.4 | LOW PH | 06/16/2004 | NEWPA |
| | | | COATING | | GE |

| | L | | | | Record |
|---------|-----------|------------|--|------------|--|
| Country | Pat. No. | App. No. | Description COMPOSITION FOR INK JET RECORDING MEDIUM AND | Issue Date | WISCON SIN SYSTEM INC. |
| US | 6,746,713 | 10/034,893 | METHOD INK JET RECORDING MEDIA | 06/08/2004 | NEWPA GE WISCON SIN SYSTEM INC. |
| US | 7,803,224 | 12/294,115 | PAPER AND COATING MEDIUM FOR MULTIFUNCTIO NAL PRINTING | 09/28/2010 | NEWPA GE WISCON SIN SYSTEM INC. |
| CA | 2647352 | 2647352 | PAPER AND COATING MEDIUM FOR MULTIFUNCTIO NAL PRINTING | 05/22/2012 | NEWPA GE WISCON SIN SYSTEM INC. |
| EP | 1999083 | 07753865.0 | PAPER AND COATING MEDIUM FOR MULTIFUNCTIO NAL PRINTING | 1/23/13 | NEWPA GE WISCON SIN SYSTEM INC. |
| DE | 1999083 | 07753865.0 | PAPER AND COATING MEDIUM FOR MULTIFUNCTIO NAL PRINTING | 1/23/13 | NEWPA GE WISCON SIN SYSTEM INC. |
| FI | 1999083 | 07753865.0 | PAPER AND COATING MEDIUM FOR MULTIFUNCTIO NAL PRINTING | 1/23/13 | NEWPA GE WISCON SIN SYSTEM INC. |
| FR | 1999083 | 07753865.0 | PAPER AND COATING MEDIUM FOR | 1/23/13 | NEWPA GE WISCON |

| | | | | | Record |
|---------|-----------|------------|--------------------|------------|--------------|
| Country | Pat. No. | App. No. | Description | Issue Date | Owner |
| | | | MULTIFUNCTIO | | SIN |
| | | | NAL PRINTING | | SYSTEM INC. |
| GB | 1999083 | 07753865.0 | PAPER AND | 1/23/13 | NEWPA |
| GB | 1999083 | 07733803.0 | COATING | 1/23/13 | 1 |
| | | | MEDIUM FOR | | GE WISCON |
| | | | MULTIFUNCTIO | | SIN |
| | | | NAL PRINTING | | SYSTEM |
| | | | | | INC. |
| IT | 1999083 | 07753865.0 | PAPER AND | 1/23/13 | NEWPA |
| | 1777003 | 07733003.0 | COATING | 1123/13 | GE |
| | | | MEDIUM FOR | | WISCON |
| | | | MULTIFUNCTIO | | SIN |
| | | | NAL PRINTING | | SYSTEM |
| | | | | | INC. |
| SE | 1999083 | 07753865.0 | PAPER AND | 1/23/13 | NEWPA |
| | | | COATING | | GE |
| | | | MEDIUM FOR | | WISCON |
| | | | MULTIFUNCTIO | | SIN |
| | | | NAL PRINTING | | SYSTEM |
| | | | | | INC. |
| US | 8,771,835 | 12/377,211 | SUBSTANTIALL | 07/08/2014 | NEWPA |
| | | | Y | | GE |
| | | | BIODEGRADAB | | WISCON |
| | | | LE, AND | | SIN |
| | | | COMPOSTABLE | | SYSTEM |
| | | | HIGH-BARRIER | | INC. |
| | | | PACKAGING | | |
| | | | MATERIAL | | |
| | | | AND METHODS | | |
| | | | FOR | | |
| | | | PRODUCTION | | |
| CA | 2685882 | 2685882 | BIODEGRADAB | 12/29/2015 | NEWPA |
| | | | LE AND | | GE |
| | | | COMPOSTABLE | | WISCON |
| | | | HIGH BARRIER | | SIN |
| | | | PACKAGING | | SYSTEM |
| ED | 01/000/ | 007702450 | MATERIAL | 00/10/001 | INC. |
| EP | 2162286 | 08770346.8 | BIODEGRADAB | 03/12/2014 | NEWPA |
| | | | LE AND | | GE |
| | | | COMPOSTABLE | | WISCON |
| | | | HIGH BARRIER | | SIN |
| | | | PACKAGING | | SYSTEM |
| | | | MATERIAL | | INC. |

| Country | Pat. No. | Ann No | Description | Issue Date | Record Owner |
|---------|----------|------------------------|--------------|------------|-----------------|
| CH | 2162286 | App. No. 08770346.8 | BIODEGRADAB | 03/12/2014 | NEWPA |
| | 2102200 | 00110340.0 | LE AND | 03/12/2014 | GE |
| | | | COMPOSTABLE | | WISCON |
| | | | HIGH BARRIER | | SIN |
| | | | PACKAGING | | SYSTEM |
| | | | MATERIAL | | INC. |
| DE | 2162286 | 08770346.8 | BIODEGRADAB | 03/12/2014 | NEWPA |
| | 2102200 | 00770310.0 | LE AND | 03/12/2011 | GE |
| | | | COMPOSTABLE | | WISCON |
| | | | HIGH BARRIER | | SIN |
| | | | PACKAGING | | SYSTEM |
| | | | MATERIAL | | INC. |
| FI | 2162286 | 08770346.8 | BIODEGRADAB | 03/12/2014 | NEWPA |
| | 2102200 | 00770310.0 | LE AND | 03/12/2011 | GE |
| | | | COMPOSTABLE | | WISCON |
| | | | HIGH BARRIER | | SIN |
| | | | PACKAGING | | SYSTEM |
| | | | MATERIAL | | INC. |
| FR | 2162286 | 08770346.8 | BIODEGRADAB | 03/12/2014 | NEWPA |
| | 2102200 | 0077051010 | LE AND | 05/12/2011 | GE |
| | | | COMPOSTABLE | | WISCON |
| | | | HIGH BARRIER | | SIN |
| | | | PACKAGING | | SYSTEM |
| | | | MATERIAL | | INC. |
| GB | 2162286 | 08770346.8 | BIODEGRADAB | 03/12/2014 | NEWPA |
| | | | LE AND | | GE |
| | | | COMPOSTABLE | | WISCON |
| | | | HIGH BARRIER | | SIN |
| | | | PACKAGING | | SYSTEM |
| | | | MATERIAL | | INC. |
| IT | 2162286 | 08770346.8 | BIODEGRADAB | 03/12/2014 | NEWPA |
| | | | LE AND | | GE |
| | | | COMPOSTABLE | | WISCON |
| | | | HIGH BARRIER | | SIN |
| | | | PACKAGING | | SYSTEM |
| | | | MATERIAL | | INC. |
| SE | 2162286 | 08770346.8 | BIODEGRADAB | 03/12/2014 | NEWPA |
| | | | LE AND | | GE |
| | | | COMPOSTABLE | | WISCON |
| | | | HIGH BARRIER | | SIN |
| | | | PACKAGING | | SYSTEM |
| | | | MATERIAL | | INC. |

C. Patents Owned by Verso Paper LLC

U.S. Patent Registrations and U.S. Published Patent Applications

| Country | Pat. No. | App. No. | Description | Issue Date | Record Owner |
|---------|-----------|------------|--|------------|-----------------------|
| US | 7,018,509 | 10/233,141 | Elimination of alum yellowing of aspen thermomechanical pulp through pulp washing | 03/28/2006 | Verso Paper LLC |
| US | 8,260,672 | 11/652,037 | Multi-party, multi-tier system for managing paper purchase and distribution | 09/04/2012 | Verso Paper LLC |
| US | 8,630,910 | 13/600,382 | Multi-party, multi-tier system for managing paper purchase and distribution | 01/14/2014 | Verso Paper LLC |
| US | 6,024,835 | 07/936,507 | Quality control apparatus and method for paper mill | 02/15/2000 | Verso Paper LLC |
| US | 6,504,625 | 09/220,669 | System and method for print analysis | 01/07/2003 | Verso Paper LLC |
| Austria | E355412 | 04757651.7 | Using a metered size press to produce lightweight coated rotogravure paper | 02/28/2007 | Verso Paper LLC |
| Belgium | 1623068 | 04757651.7 | Using a metered size press to produce lightweight coated rotogravure paper | 02/28/2007 | Verso Paper LLC |
| Finland | 1623068 | 04757651.7 | Using a metered size press to produce lightweight coated rotogravure paper | 02/28/2007 | Verso Paper LLC |

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| Country | Pat. No. | App. No. | Description | Issue Date | Record Owner |
|------------------|----------------|------------|--|------------|-----------------------|
| | 602004005024.5 | 04757651.7 | Using a metered size press to produce lightweight coated | 02/28/2007 | Verso Paper LLC |
| Great Britain | 1623068 | 04757651.7 | rotogravure paper Using a metered size press to produce lightweight coated rotogravure paper | 02/28/2007 | Verso Paper LLC |
| Italy | 70020BE/2007 | 04757651.7 | Using a metered size press to produce lightweight coated rotogravure paper | 02/28/2007 | Verso Paper LLC |
| Netherland s | 1623068 | 04757651.7 | Using a metered size press to produce lightweight coated rotogravure paper | 02/28/2007 | Verso Paper LLC |
| Sweden | 1623068 | 04757651.7 | Using a metered size press to produce lightweight coated rotogravure paper | 02/28/2007 | Verso Paper LLC |

D. Patents Owned by Catalyst Paper Operations Inc.

U.S. Patent Registrations and U.S. Published Patent Applications

| Country | Pat. No. | App. No. | Description | Issue Date | Record Owner |
|---------|-----------|------------|---------------------------|------------|---|
| US | 6,267,811 | 09/217,489 | TALC SLURRY DISPERSION | 07/31/2001 | CATAL YST PAPER OPERAT IONS INC. |
| CA | 2256845 | 2256845 | TALC SLURRY DISPERSION | 03/02/2004 | CATAL YST PAPER OPERAT IONS INC. |

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RECORDED: 07/15/2016