

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CMP Holdings LLC		08/01/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Credit Suisse, Cayman Islands Branch, as administrative agent
<b>Street Address:</b>	11 Madison Avenue
<b>Internal Address:</b>	OMA - 2
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	Financial Institution: CAYMAN ISLANDS

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	3051555	LIBERTY
Registration Number:	2703228	ADVOCATE
Registration Number:	1542526	INFLUENCE
Registration Number:	2331367	INFLUENCE SOFT-GLOSS
Registration Number:	2560485	PEOPLE AND PAPER THAT CREATE RESULTS
Registration Number:	2715986	SAVVY
Registration Number:	2241856	SLIDE PAL
Registration Number:	2698738	TRILOGY
Registration Number:	2576468	VELOCITY
Registration Number:	1434704	WEBEXPRESS
Registration Number:	2347019	WEBEXPRESS
Registration Number:	2929598	NEXTIER
Registration Number:	2931588	EZ-CONTROL

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Registration Number:	2931589	EZ-PRINTER
Registration Number:	3030600	EZ-SUITE
Registration Number:	2931590	EZ-SUPPLIER
Registration Number:	2696684	TRANSIT ADVANTAGE
Registration Number:	1232416	QUINNESEC

**CORRESPONDENCE DATA**

Fax Number: (202)756-9299

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 202-756-9292

Email: christine.wilson@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 80 State Street

Address Line 2: 6th Floor

Address Line 4: Albany, NEW YORK 12207

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	09/05/2006

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 1, 2006 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Verso Paper Finance Holdings LLC, a Delaware limited liability company, and Verso Paper Holdings LLC, a Delaware limited liability company (the "Borrower"), have entered into a Credit Agreement, dated as of August 1, 2006 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the banks and other financial institutions and entities from time to time party thereto (the "Lenders"), Citigroup Global Markets Inc. and Banc of America Securities LLC, as co-documentation agents, Credit Suisse Securities (USA) LLC and Lehman Brothers Inc., as co-lead arrangers and joint bookrunners, Lehman Brothers Inc., as syndication agent, and the Administrative Agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of August 1, 2006, in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). Capitalized terms used and not defined herein have the meanings given such terms in the Guarantee and Collateral Agreement.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain Collateral, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to any and all of the following now owned or at any time hereafter 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 (the "Intellectual Property Collateral"), 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 such Grantor's Obligations:

(a) (i) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule 1, (ii) all goodwill associated therewith or symbolized thereby, (iii) all claims for, and rights to sue for, past or future infringements of any of the foregoing and (iv) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof (collectively, the "Trademarks");

(b) (i) all letters patent of the United States or the equivalent thereof in any other country or jurisdiction, including those listed on Schedule 2, 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 2, (ii) 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, (iii) all claims for, and rights to sue for, past or future infringements of any of the foregoing and (iv) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof (collectively, the "Patents"); and

(c) (i) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, (ii) all registrations and applications for registration of any such Copyright in the United States or any other country, including registrations, supplemental registrations and pending applications for registration in the United States Copyright Office and the right to obtain all renewals thereof, including those listed on Schedule 3, (iii) all claims for, and rights to sue for, past or future infringements of any of the foregoing and (iv) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof (collectively, the "Copyrights").

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

VERSO PAPER FINANCE HOLDINGS LLC  
VERSO PAPER HOLDINGS LLC  
VERSO PAPER INC.  
CMP HOLDINGS LLC  
CMP ANDROSCOGGIN LLC  
CMP BUCKSPORT LLC  
CMP QUINNESEC LLC  
CMP SARTELL LLC  
NEXTIER SOLUTIONS CORPORATION

By: 

Name: Scott M. Kleinman  
Title: President

**Schedules  
to Intellectual Property  
Security Agreement**

**Schedule I**

**Trademarks**

1. Liberty, US Registration No. 3051555, registered on January 24, 2006
2. Advocate, US Registration No. 2703228, registered on April 1, 2003 (class 16)
3. Influence, US Registration No. 1542526, registered on June 6, 1989 (class 16)
4. Influence Soft-Gloss, US Registration No. 2331367, registered on March 21, 2000 (class 16)
5. People And Paper That Create Results, US Registration No. 2560485, registered on April 9, 2002 (class 16)
6. Savvy, US Registration No. 2715986, registered on May 13, 2003 (class 16)
7. Slide Pal, US Registration No. 2241856, registered on April 27, 1999 (class 9)
8. Trilogy, US Registration No. 2698738, registered on March 18, 2003 (class 16)
9. Velocity, US Registration No. 2576468, registered on June 4, 2002 (class 16)
10. Webexpress, US Registration No. 1434704, registered on March 31, 1987 (class 16)
11. Webexpress, US Registration No. 2347019, registered on May 2, 2000 (class 35)
12. Nextier, US Registration No. 2929598, registered on March 1, 2005 (class 35)
13. Ez-Control, US Registration No. 2931588, registered on March 8, 2005 (class 9)
14. Ez-Printer, US Registration No. 2931589, registered on March 8, 2005 (class 9)
15. Ez-Suite, US Registration No. 3030600, registered on December 13, 2005 (class 35)
16. Ez-Supplier, US Registration No. 2931590, registered on March 8, 2005 (class 9)
17. Transit Advantage, US Registration No. 2696684, registered on March 11, 2003
18. Quinnesec, US Registration No. 1232416, registered on March 29, 1983

**Schedule II**

**Patents**

1. Application PI0313537-3 filed July 15, 2003, titled Multi-party, Multi-tier System for Managing Paper Purchase and Distribution pending in Brazil
2. Application 2494414 filed July 15, 2003, titled Multi-party, Multi-tier System for Managing Paper Purchase and Distribution pending in Canada

3. Publication No. 1573616 filed July 15, 2003, titled Multi-party, Multi-tier System for Managing Paper Purchase and Distribution published under the European Patent Convention
4. Application P-374880 filed July 15, 2003, titled Multi-party, Multi-tier System for Managing Paper Purchase and Distribution pending in Poland
5. Application 2005105303 filed July 15, 2003, titled Multi-party, Multi-tier System for Managing Paper Purchase and Distribution pending in Russian Federation
6. Application 10/209366 filed July 30, 2002, titled Multi-party, Multi-tier System for Managing Paper Purchase and Distribution pending in United States of America
7. Application 2503966 filed November 25, 2003, titled Using Shoe Nip Calenders to Produce Super High Bulk No. 5 Web Offset light Weight Coated (LWC) Groundwood Containing Papers pending in Canada
8. Application 200380104201 filed November 25, 2003, titled Using Shoe Nip Calenders to Produce Super High Bulk No. 5 Web Offset light Weight Coated (LWC) Groundwood Containing Papers pending in People's Republic of China
9. Publication No. 1565614 filed November 25, 2003, titled Using Shoe Nip Calenders to Produce Super High Bulk No. 5 Web Offset light Weight Coated (LWC) Groundwood Containing Papers published under the European Patent Convention
10. Application 2004-554833 filed November 25, 2003, titled Using Shoe Nip Calenders to Produce Super High Bulk No. 5 Web Offset light Weight Coated (LWC) Groundwood Containing Papers pending in Japan
11. Application 2005-7009425 filed November 25, 2003, titled Using Shoe Nip Calenders to Produce Super High Bulk No. 5 Web Offset light Weight Coated (LWC) Groundwood Containing Papers pending in the Republic of Korea
12. Publication No. 04-0099391 filed July 10, 2003, titled Process for Producing Super High Bulk, Light Weight Coated Papers published in the United States of America
13. Patent No. 6504625 titled System and Method for Print Analysis granted in United States of America
14. Application PI0408509-4 filed March 19, 2004, titled Using a Metered Size Press to Produce Lightweight Coated Rotogravure Paper pending in Brazil
15. Application 2519638 filed March 19, 2004, titled Using a Metered Size Press to Produce Lightweight Coated Rotogravure Paper pending in Canada
16. Publication 1623068 filed March 19, 2004, titled Using a Metered Size Press to Produce Lightweight Coated Rotogravure Paper published under the European Patent Convention
17. Publication No. 04-0208999 filed March 19, 2004, titled Using a Metered Size Press to Produce Lightweight Coated Rotogravure Paper published in the United States of America
18. Application 60/726031 filed October 12, 2005, titled Spray Coating Formulations and Coated Paper and Board Products pending in the United States of America



19. Unfiled patent titled A Method To Maintain Liquid Curtain Film in Coating Process for the United States of America (CSC-024173)
20. Application 11/361,916 filed February 24, 2006, titled Paper Roll Edge Trimming Method and Apparatus pending in the United States of America
21. Unfiled patent titled A Surface Treatment Method For Contour/Non-impact Coating Process for the United States of America (CSC-025447)
22. Unfiled patent titled Gravure and Offset Printable Coated Freesheet for the United States of America (CSC-027812)
23. Patent No. 6024835 titled Quality Control Apparatus and Method For Paper Mill granted in the United States of America
24. Patent No. 5283129 titled Light Weight Paper Stock granted in the United States of America
25. Patent Number 7018509 titled Elimination of Alum Yellowing of Aspen Thermomechanical Pulp Through Pulp Washing granted in the United States of America
26. Divisional Application 11/330503 filed January 12, 2006, titled Elimination of Alum Yellowing of Aspen Thermomechanical Pulp Through Pulp Washing pending in the United States of America

### **Schedule III**

#### Copyrights

1. TXul-043-100, dated June 25, 2002 covering EZ-Suite Computer Program.