

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest at 3727/0611

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GOLDMAN SACHS CREDIT PARTNERS L.P.		11/04/2011	LIMITED PARTNERSHIP: BERMUDA

RECEIVING PARTY DATA

Name:	BOISE WHITE PAPER, LLC
Street Address:	1111 W Jefferson Street PO Box 50
City:	Boise
State/Country:	IDAHO
Postal Code:	83728
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	740924	SUMMIT
Registration Number:	1159974	SUMMIT
Registration Number:	1802697	TIMBERLINE BOND
Registration Number:	2265356	FLEXOFOLD
Registration Number:	2135927	TONER GRIP
Registration Number:	2261702	ARRIVL
Registration Number:	2411129	PENTAGON
Registration Number:	2292769	CHECKPROTECT
Registration Number:	2589429	RATTANWEAVE
Registration Number:	2573147	WYOMING BOOK
Registration Number:	2685989	X-9000
Registration Number:	2797246	DAKOTA DIGITAL BOOK
Registration Number:	3044175	VALUESAFETY
Registration Number:	3254435	CHECKPROTECT

TRADEMARK

900206422

REEL: 004655 FRAME: 0715

OP \$690.00 740924

Registration Number:	3443400	SPLOX SPEED LOADING BOX
Registration Number:	3429175	BUNDLE
Registration Number:	3429176	PAPER ON THE GO
Registration Number:	3429177	BUNDLE PAPER ON THE GO
Registration Number:	3510405	X-9
Registration Number:	3510406	SPLOX SPEED LOADING BOX
Registration Number:	3510408	XMP
Registration Number:	3570428	FIREWORX
Registration Number:	3430557	ASPEN
Registration Number:	3519155	BEYOND WHAT'S EXPECTED.
Registration Number:	2909191	SPLOX
Registration Number:	3184482	BEWARE
Serial Number:	77127394	EVOKE

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Latham & Watkins LLP, c/o Julie Dalke
Address Line 1: 650 Town Center Dr, 20th fl
Address Line 2: 038611-0051
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038611-0051
NAME OF SUBMITTER:	Adam Kummins
Signature:	/Adam Kummins/
Date:	11/04/2011

Total Attachments: 23

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**RELEASE OF
TRADEMARK SECURITY AGREEMENT (FIRST LIEN)**

This **RELEASE OF TRADEMARK SECURITY AGREEMENT (FIRST LIEN)**, dated as of November 4, 2011, is made by Goldman Sachs Credit Partners L.P., as collateral agent (the "Collateral Agent"), in favor of Aldabra Sub LLC, a Delaware limited liability company, Boise Paper Holdings, L.L.C., a Delaware limited liability company, BZ Intermediate Holdings LLC (formerly known as Aldabra Holding Sub LLC), a Delaware limited liability company, Boise White Paper, L.L.C., a Delaware limited liability company, Boise Packaging & Newsprint, L.L.C., a Delaware limited liability company, Boise Cascade Transportation Holdings Corp., a Delaware corporation, Boise White Paper Sales Corp., a Delaware corporation, Boise White Paper Holdings Corp., a Delaware corporation, International Falls Power Company, a Delaware corporation, Minnesota, Dakota & Western Railway Company, a Minnesota corporation, Bemis Corporation, a Delaware corporation, BC China Corporation, a Delaware corporation, and B C T, Inc., a Delaware corporation, (each an "Assignee" and collectively the "Assignees"). The Collateral Agent hereby terminates and releases, without any representation or warranty of any kind or nature, any right, title and interest of the Collateral Agent, including, without limitation, its lien and security interest in and to all of each Assignee's right, title and interest in, to and under the following assets and properties, whether then owned or at any time thereafter created or acquired by such Assignee or in which such Assignee then had or at any time thereafter acquired any right, title or interest: all of such Assignee's registered and unregistered, common law, state, United States, multinational, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, then and thereafter due and/or payable thereunder,

including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit, including, but not limited to the registrations and applications referred to in Schedule I attached hereto, including such lien and security interest pledged and granted to Collateral Agent, its successors and assigns, pursuant to (i) that certain Trademark Security Agreement (First Lien) (as amended, restated or otherwise modified from time to time, the "Trademark Security Agreement"), dated as of February 22, 2008, by and among the Assignees and the Collateral Agent, which was submitted to and recorded by the USPTO on February 27, 2008 at reel/frame 003727/0611, a copy of which is attached as Exhibit A, and (ii) that certain Pledge and Security Agreement (First Lien) (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), dated as of February 22, 2008, by and among the Assignees and the Collateral Agent.

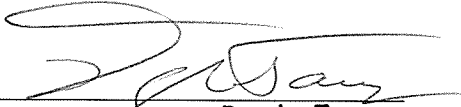
Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement.

The provisions of Section 13 of the Security Agreement, to the extent applicable, are hereby incorporated by reference, mutatis mutandis.

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IN WITNESS WHEREOF, the undersigned has caused this release to be duly executed and delivered as of the date first written above.

**GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Collateral Agent**

By: 
Name: Douglas Tansey
Title: Authorized Signatory

By: _____
Name: _____
Title: _____

SCHEDULE I
to the Release of Trademark Security Agreement (First Lien)
(see attached)



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Trademark Assignment Details

Reel/Frame: [3727/0611](#)
[View Recorded Assignment](#)

Pages: 10

Received: 02/27/2008

Recorded: 02/27/2008

Attorney Dkt #: 038611-0051

Conveyance: TRADEMARK SECURITY AGREEMENT (FIRST LIEN)

Total properties: 27

1	Serial #: 72140535 Mark: SUMMIT	Filing Dt: 03/23/1962	Reg #: 740924	Reg. Dt: 11/20/1962
2	Serial #: 73235118 Mark: SUMMIT	Filing Dt: 10/15/1979	Reg #: 1159974	Reg. Dt: 07/07/1981
3	Serial #: 74229776 Mark: TIMBERLINE BOND	Filing Dt: 12/12/1991	Reg #: 1802697	Reg. Dt: 11/02/1993
4	Serial #: 75241117 Mark: FLEXOFOLD	Filing Dt: 09/25/1996	Reg #: 2265356	Reg. Dt: 07/27/1999
5	Serial #: 75257071 Mark: TONER GRIP	Filing Dt: 03/14/1997	Reg #: 2135927	Reg. Dt: 02/10/1998
6	Serial #: 75450484 Mark: ARRIVL	Filing Dt: 03/16/1998	Reg #: 2261702	Reg. Dt: 07/13/1999
7	Serial #: 75505616 Mark: PENTAGON	Filing Dt: 06/19/1998	Reg #: 2411129	Reg. Dt: 12/05/2000
8	Serial #: 75576535 Mark: CHECKPROTECT	Filing Dt: 10/26/1998	Reg #: 2292769	Reg. Dt: 11/16/1999
9	Serial #: 76031728 Mark: RATTANWEAVE	Filing Dt: 04/20/2000	Reg #: 2589429	Reg. Dt: 07/02/2002
10	Serial #: 76141909 Mark: WYOMING BOOK	Filing Dt: 10/04/2000	Reg #: 2573147	Reg. Dt: 05/28/2002
11	Serial #: 76370361 Mark: X-9000	Filing Dt: 02/12/2002	Reg #: 2685989	Reg. Dt: 02/11/2003
12	Serial #: 76486005 Mark: DAKOTA DIGITAL BOOK	Filing Dt: 01/30/2003	Reg #: 2797246	Reg. Dt: 12/23/2003
13	Serial #: 76627760 Mark: VALUESAFETY	Filing Dt: 01/13/2005	Reg #: 3044175	Reg. Dt: 01/17/2006
14	Serial #: 76648999 Mark: CHECKPROTECT	Filing Dt: 10/21/2005	Reg #: 3254435	Reg. Dt: 06/26/2007
15	Serial #: 76676637 Mark: SPLOX SPEED LOADING BOX	Filing Dt: 05/10/2007	Reg #: 3443400	Reg. Dt: 06/10/2008
16	Serial #: 76683245 Mark: BUNDLE	Filing Dt: 10/24/2007	Reg #: 3429175	Reg. Dt: 05/20/2008
17	Serial #: 76683246 Mark: PAPER ON THE GO	Filing Dt: 10/24/2007	Reg #: 3429176	Reg. Dt: 05/20/2008

18	Serial #: 76683247 Mark: BUNDLE PAPER ON THE GO	Filing Dt: 10/24/2007	Reg #: 3429177	Reg. Dt: 05/20/2008
19	Serial #: 76683248 Mark: X-9	Filing Dt: 10/24/2007	Reg #: 3510405	Reg. Dt: 10/07/2008
20	Serial #: 76683375 Mark: SPLOX SPEED LOADING BOX	Filing Dt: 10/29/2007	Reg #: 3510406	Reg. Dt: 10/07/2008
21	Serial #: 76683506 Mark: XMP	Filing Dt: 10/31/2007	Reg #: 3510408	Reg. Dt: 10/07/2008
22	Serial #: 77127394 Mark: EVOKE	Filing Dt: 03/09/2007	Reg #: NONE	Reg. Dt:
23	Serial #: 77156680 Mark: FIREWORX	Filing Dt: 04/13/2007	Reg #: 3570428	Reg. Dt: 02/03/2009
24	Serial #: 77276002 Mark: ASPEN	Filing Dt: 09/10/2007	Reg #: 3430557	Reg. Dt: 05/20/2008
25	Serial #: 77276914 Mark: BEYOND WHAT'S EXPECTED.	Filing Dt: 09/11/2007	Reg #: 3519155	Reg. Dt: 10/21/2008
26	Serial #: 78206517 Mark: SPLOX	Filing Dt: 01/23/2003	Reg #: 2909191	Reg. Dt: 12/07/2004
27	Serial #: 78447193 Mark: BEWARE	Filing Dt: 07/07/2004	Reg #: 3184482	Reg. Dt: 12/12/2006

Assignor

1 [BOISE WHITE PAPER, LLC](#)

Exec Dt: 02/22/2008

Entity Type: LIMITED LIABILITY COMPANY

Citizenship: NONE

Assignee

1 [GOLDMAN SACHS CREDIT PARTNERS L.P., AS COLLATERAL AGENT](#)
C/O GOLDMAN, SACHS & CO.
30 HUDSON STREET, 36TH FLOOR
JERSEY CITY, NEW JERSEY 07302

Entity Type: LIMITED PARTNERSHIP

Citizenship: NONE

Correspondence name and address

LATHAM & WATKINS LLP
650 TOWN CENTER DRIVE, 20TH FLOOR
COSTA MESA, CA 92626

Search Results as of: 10/28/2011 09:43 PM

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350. v.2.2
Web interface last modified: July 25, 2011 v.2.2

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EXHIBIT A

(see attached)

TO:LATHAM & WATKINS LLP COMPANY:650 TOWN CENTER DRIVE, 20TH FLOOR

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

FEBRUARY 27, 2008

900100090

PTAS

LATHAM & WATKINS LLP
650 TOWN CENTER DRIVE, 20TH FLOOR
COSTA MESA, CA 92626UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 02/27/2008

REEL/FRAME: 003727/0611
NUMBER OF PAGES: 10BRIEF: TRADEMARK SECURITY AGREEMENT (FIRST LIEN)
DOCKET NUMBER: 038611-0051

ASSIGNOR:

BOISE WHITE PAPER, LLC

DOC DATE: 02/22/2008

CITIZENSHIP:

ENTITY: LIMITED LIABILITY
COMPANY

ASSIGNEE:

GOLDMAN SACHS CREDIT PARTNERS
L.P., AS COLLATERAL AGENT
C/O GOLDMAN, SACHS & CO.
30 HUDSON STREET, 36TH FLOOR
JERSEY CITY, NEW JERSEY 07302

CITIZENSHIP:

ENTITY: LIMITED PARTNERSHIP

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APPLICATION NUMBER: 77276002 FILING DATE: 09/10/2007
REGISTRATION NUMBER: ISSUE DATE:

MARK: ASPEN
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 77276914 FILING DATE: 09/11/2007
REGISTRATION NUMBER: ISSUE DATE:

MARK: BEYOND WHAT'S EXPECTED.
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 76683245 FILING DATE: 10/24/2007
REGISTRATION NUMBER: ISSUE DATE:

MARK: BUNDLE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 76683247 FILING DATE: 10/24/2007
REGISTRATION NUMBER: ISSUE DATE:

MARK: BUNDLE PAPER ON THE GO
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 77127394 FILING DATE: 03/09/2007
REGISTRATION NUMBER: ISSUE DATE:

MARK: EVOKE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 77156680 FILING DATE: 04/13/2007
REGISTRATION NUMBER: ISSUE DATE:

MARK: FIREWORX
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 76683246 FILING DATE: 10/24/2007
REGISTRATION NUMBER: ISSUE DATE:

MARK: PAPER ON THE GO
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 76683375 FILING DATE: 10/29/2007
REGISTRATION NUMBER: ISSUE DATE:

MARK: SPLOX SPEED LOADING BOX
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 76676637 FILING DATE: 05/10/2007
REGISTRATION NUMBER: ISSUE DATE:

MARK: SPLOX SPEED LOADING BOX
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

TO:LATHAM & WATKINS LLP COMPANY:650 TOWN CENTER DRIVE, 20TH FLOOR

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APPLICATION NUMBER: 76683248 FILING DATE: 10/24/2007
REGISTRATION NUMBER: ISSUE DATE:

MARK: X-9
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 76683506 FILING DATE: 10/31/2007
REGISTRATION NUMBER: ISSUE DATE:

MARK: XMP
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 75450484 FILING DATE: 03/16/1998
REGISTRATION NUMBER: 2261702 ISSUE DATE: 07/13/1999

MARK: ARRIVL
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 78447193 FILING DATE: 07/07/2004
REGISTRATION NUMBER: 3184482 ISSUE DATE: 12/12/2006

MARK: BEWARE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 75576535 FILING DATE: 10/26/1998
REGISTRATION NUMBER: 2292769 ISSUE DATE: 11/16/1999

MARK: CHECKPROTECT
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76648999 FILING DATE: 10/21/2005
REGISTRATION NUMBER: 3254435 ISSUE DATE: 06/26/2007

MARK: CHECKPROTECT
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 76486005 FILING DATE: 01/30/2003
REGISTRATION NUMBER: 2797246 ISSUE DATE: 12/23/2003

MARK: DAKOTA DIGITAL BOOK
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75241117 FILING DATE: 09/25/1996
REGISTRATION NUMBER: 2265356 ISSUE DATE: 07/27/1999

MARK: FLEXOFOLD
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75505616 FILING DATE: 06/19/1998
REGISTRATION NUMBER: 2411129 ISSUE DATE: 12/05/2000

MARK: PENTAGON
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

TO:LATHAM & WATKINS LLP COMPANY:650 TOWN CENTER DRIVE, 20TH FLOOR

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APPLICATION NUMBER: 76031728 FILING DATE: 04/20/2000
REGISTRATION NUMBER: 2589429 ISSUE DATE: 07/02/2002

MARK: RATTANWEAVE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 78206517 FILING DATE: 01/23/2003
REGISTRATION NUMBER: 2909191 ISSUE DATE: 12/07/2004

MARK: SPLOX
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73235118 FILING DATE: 10/15/1979
REGISTRATION NUMBER: 1159974 ISSUE DATE: 07/07/1981

MARK: SUMMIT
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 72140535 FILING DATE: 03/23/1962
REGISTRATION NUMBER: 740924 ISSUE DATE: 11/20/1962

MARK: SUMMIT
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74229776 FILING DATE: 12/12/1991
REGISTRATION NUMBER: 1802697 ISSUE DATE: 11/02/1993

MARK: TIMBERLINE BOND
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75257071 FILING DATE: 03/14/1997
REGISTRATION NUMBER: 2135927 ISSUE DATE: 02/10/1998

MARK: TONER GRIP
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76627760 FILING DATE: 01/13/2005
REGISTRATION NUMBER: 3044175 ISSUE DATE: 01/17/2006

MARK: VALUESAFETY
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

APPLICATION NUMBER: 76141909 FILING DATE: 10/04/2000
REGISTRATION NUMBER: 2573147 ISSUE DATE: 05/28/2002

MARK: WYOMING BOOK
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 76370361 FILING DATE: 02/12/2002
REGISTRATION NUMBER: 2685989 ISSUE DATE: 02/11/2003

MARK: X-9000
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

USPTO

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TO:LATHAM & WATKINS LLP COMPANY:850 TOWN CENTER DRIVE, 20TH FLOOR

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KIMBERLY WHITE, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK
REEL: 004655 FRAME: 0729

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

02/27/2008
900100090

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (FIRST LIEN)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BOISE WHITE PAPER, LLC		02/22/2008	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS CREDIT PARTNERS L.P., as Collateral Agent
Street Address:	c/o Goldman, Sachs & Co.
Internal Address:	30 Hudson Street, 36th Floor
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07302
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	2261702	ARRIVL
Registration Number:	3184482	BEWARE
Registration Number:	2292769	CHECKPROTECT
Registration Number:	3254435	CHECKPROTECT
Registration Number:	2797246	DAKOTA DIGITAL BOOK
Registration Number:	2265356	FLEXOFOLD
Registration Number:	2411129	PENTAGON
Registration Number:	2589429	RATTANWEAVE
Registration Number:	2909191	SPLOX
Registration Number:	1159974	SUMMIT
Registration Number:	0740924	SUMMIT
Registration Number:	1802697	TIMBERLINE BOND
Registration Number:	2135927	TONER GRIP

OP \$690.00 2261702

TO:LATHAM & WATKINS LLP COMPANY:650 TOWN CENTER DRIVE, 20TH FLOOR

Registration Number:	3044175	VALUESAFETY
Registration Number:	2573147	WYOMING BOOK
Registration Number:	2885989	X-9000
Serial Number:	77278002	ASPEN
Serial Number:	77276914	BEYOND WHAT'S EXPECTED.
Serial Number:	76683245	BUNDLE
Serial Number:	76683247	BUNDLE PAPER ON THE GO
Serial Number:	77127394	EVOKE
Serial Number:	77156680	FIREWORX
Serial Number:	76683246	PAPER ON THE GO
Serial Number:	76683375	SPLOX SPEED LOADING BOX
Serial Number:	76676637	SPLOX SPEED LOADING BOX
Serial Number:	76683248	X-9
Serial Number:	76683506	XMP

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 714-540-1235
 Email: ipdocket@lw.com, kristin.azcona@lw.com
 Correspondent Name: LATHAM & WATKINS LLP
 Address Line 1: 650 Town Center Drive, 20th Floor
 Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 038611-0051

NAME OF SUBMITTER: Kristin J. Azcona

Signature: /kja/

Date: 02/27/2008

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT (FIRST LIEN)

TRADEMARK SECURITY AGREEMENT (FIRST LIEN), dated as of February 22, 2008 (as amended, restated or otherwise modified from time to time, the "Trademark Security Agreement"), by and among ALDABRA SUB LLC, a Delaware limited liability company (to be merged with and into BOISE PAPER HOLDINGS, L.L.C., a Delaware limited liability company, the "Borrower"), ALDABRA HOLDING SUB LLC, a Delaware limited liability company ("Holdings"), CERTAIN SUBSIDIARIES OF THE BORROWER, as Grantors (together with the Borrower and Holdings, collectively, the "Grantors"), and GOLDMAN SACHS CREDIT PARTNERS L.P., in its capacity as collateral agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the "Collateral Agent").

Reference is made to the Pledge and Security Agreement (First Lien) dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), between each of the Grantors and the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement dated as of February 22, 2008 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")) by and among each of the Grantors, the Lenders and Goldman Sachs Credit Partners L.P., as Administrative Agent. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Defined Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement. The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance in full of the Obligations, each Grantor, pursuant to and in accordance with the Security Agreement, did and hereby pledges and grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a lien and security interest in and to all of such Grantor's right, title and interest in, to and under the following assets and properties, whether now owned or at any time hereafter created or 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, but not including any Excluded Assets (collectively, the "Trademark Collateral"):

- (a) all of its registered and unregistered, common law, state, United States, multinational, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right

to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, now and hereinafter due and/or payable thereunder, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit ("Trademarks"), including, but not limited to the registrations and applications referred to in Schedule I attached hereto (as such schedule may be amended or supplemented from time to time).

SECTION 3. Supplement to the Security Agreement. The security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement are granted in furtherance of, and not in limitation of or expansion of, the security interests granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement and the rights and obligations of the parties thereto. Each party hereto hereby acknowledges and affirms that the rights and remedies of the each other party hereto with respect to the security interest in the Trademark Collateral made and 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 4. Intercreditor Agreement. The terms and conditions of this Trademark Security Agreement and the Liens and security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the terms and conditions of the Intercreditor Agreement in all respects. In the event of any conflict between the terms and conditions of this Trademark Security Agreement and the terms and conditions of the Intercreditor Agreement, such conflict shall be resolved in accordance with Section 8.1 of the Intercreditor Agreement.

SECTION 5. Termination. This Agreement is made to secure the satisfactory payment and performance of the Obligations. This Trademark Security Agreement and the security interest granted hereby shall automatically terminate with respect to all of a Grantor's Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor's obligations thereunder. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement suitable for filing with any office or agency in which the Collateral Agent has filed this, or a similar, instrument. Additionally, upon such satisfactory payment, the Collateral Agent shall reasonably cooperate with any efforts made by a Grantor 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 Trademark Collateral.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be


deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 7. Miscellaneous. The provisions of Section 13 of the Security Agreement are hereby incorporated by reference, mutatis mutandis.


[Signatures on following page]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


ALDABRA SUB LLC,
as Grantor

By: 
Name: Samuel K. Cotterell
Title: Vice President

BOISE PAPER HOLDINGS, L.L.C.,
as Grantor

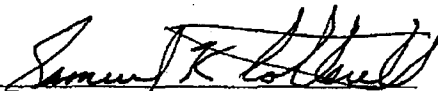
By: 
Name: Samuel K. Cotterell
Title: Vice President

ALDABRA HOLDING SUB LLC,
as Grantor

By: 
Name: Samuel K. Cotterell
Title: Vice President

[Signature Page to Trademark Security Agreement]

**BOISE WHITE PAPER, L.L.C.
BOISE PACKAGING & NEWSPRINT,
L.L.C.
BOISE CASCADE TRANSPORTATION
HOLDINGS CORP.
BOISE WHITE PAPER SALES CORP.
BOISE WHITE PAPER HOLDINGS
CORP.
INTERNATIONAL FALLS POWER
COMPANY
MINNESOTA, DAKOTA & WESTERN
RAILWAY COMPANY
BEMIS CORPORATION
BC CHINA CORPORATION
B C T, INC.,
as Grantors**

By: 
Name: Samuel K. Cotterell
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 004655 FRAME: 0737**

Accepted and Agreed:

GOLDMAN SACHS CREDIT PARTNERS L.P.
as Collateral Agent

By:



Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS

Mark	Country	Application No.	Registration No.	Filing Date	Grantor Entity
ARRIVL	USA	75/450,484	2,261,702	03/16/1998	Boise White Paper, L.L.C.
BEWARE	USA	78/447,193	3,184,482	07/07/2004	Boise White Paper, L.L.C.
CHECKPROTECT	USA	75/576,535	2,292,769	10/26/1998	Boise White Paper, L.L.C.
CHECKPROTECT AND DESIGN	USA	76/648,999	3,254,435	10/21/2005	Boise White Paper, L.L.C.
DAKOTA DIGITAL BOOK	USA	76/486,005	2,797,246	01/30/2003	Boise White Paper, L.L.C.
FLEXOFOLD	USA	75/241,117	2,265,356	09/25/1996	Boise White Paper, L.L.C.
PENTAGON	USA	75/505,616	2,411,129	06/19/1998	Boise White Paper, L.L.C.
RATTANWEAVE	USA	76/031,728	2,589,429	04/20/2000	Boise White Paper, L.L.C.
SPLOX	USA	78/206,517	2,909,191	01/23/2003	Boise White Paper, L.L.C.
SUMMIT	USA	73/235,118	1,159,974	10/15/1979	Boise White Paper, L.L.C.
SUMMIT	USA	72/140,535	740,924	03/23/1962	Boise White Paper, L.L.C.
TIMBERLINE BOND	USA	74/229,776	1,802,697	12/12/1991	Boise White Paper, L.L.C.
TONER GRIP	USA	75/257,071	2,135,927	03/14/1997	Boise White Paper, L.L.C.
VALUESAFETY	USA	76/627,760	3,044,175	01/13/2005	Boise White Paper, L.L.C.
WYOMING BOOK	USA	76/141,909	2,573,147	10/04/2000	Boise White Paper, L.L.C.
X-9000	USA	76/370,361	2,685,989	02/12/2002	Boise White Paper, L.L.C.

U.S. TRADEMARK APPLICATIONS

Mark	Country	Application No.	Filing Date	Grantor Entity
ASPEN	USA	77/276,002	09/10/2007	Boise White Paper, L.L.C.
Beyond What's Expected.	USA	77/276,914	09/11/2007	Boise White Paper, L.L.C.
BUNDLE	USA	76/683,245	10/24/2007	Boise White Paper, L.L.C.
BUNDLE (Design)	USA	76/683,247	10/24/2007	Boise White Paper, L.L.C.
EVOKE	USA	77/127,394	03/09/2007	Boise White Paper, L.L.C.
FIREWORX and Design	USA	77/156,680	04/13/2007	Boise White Paper, L.L.C.
PAPER ON THE GO	USA	76/683,246	10/24/2007	Boise White Paper, L.L.C.
SPLOX DESIGN	USA	76/683,375	10/29/2007	Boise White Paper, L.L.C.
SPLOX SPEED LOADING BOX	USA	76/676,637	05/10/2007	Boise White Paper, L.L.C.
X-9	USA	76/683,248	10/24/2007	Boise White Paper, L.L.C.
XMP	USA	76/683,506	10/31/2007	Boise White Paper, L.L.C.

In accordance with Section 2.2 of the Security Agreement, the following intent-to-use trademark applications are Excluded Assets until the filing and acceptance by the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto.

Mark	Country	Application No.	Filing Date
EVOKE	USA	77/127,394	03/09/2007
FIREWORX and Design	USA	77/156,680	04/13/2007