

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370817

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VERSO PAPER LLC		01/28/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A., as Administrative Agent		
Street Address:	390 Greenwich Street, 1st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Bank: SOUTH DAKOTA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2703228	ADVOCATE	
Registration Number:	4171353	EZ-CONTROL	
Registration Number:	4171354	EZ-PRINTER	
Registration Number:	3030600	EZ-SUITE	
Registration Number:	4171355	EZ-SUPPLIER	
Registration Number:	1542526	INFLUENCE	
Registration Number:	2331367	INFLUENCE SOFT-GLOSS	
Registration Number:	3051555	LIBERTY	
Registration Number:	4212921	NEXTIER	
Registration Number:	4212936	NXTR	
Registration Number:	4224530	NEXTIER SOLUTIONS	
Registration Number:	1232416	QUINNESEC	
Registration Number:	2576468	VELOCITY	
Registration Number:	3446920	VERSO	
Registration Number:	3428676	VERSO PAPER CORP	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-370-4750
Email: ipteam@nationalcorp.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, LTD.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F160956
NAME OF SUBMITTER:	Karen S. Cottrell
SIGNATURE:	/Karen S. Cottrell/
DATE SIGNED:	01/28/2016

Total Attachments: 5
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source=#88086379v1 - (Trademark Security Agreement For Filing)#page3.tif
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Trademark Collateral Agreement

Trademark Collateral Agreement (this “Agreement”), dated as of January 28, 2016, by the Pledgors listed on the signature pages hereof (each, a “Pledgor”), in favor of CITIBANK, N.A., in its capacity as administrative agent (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, each Pledgor is party to a Collateral Agreement dated and effective as of January 28, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) in favor of the Administrative Agent pursuant to which each Pledgor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the benefit of the Secured Parties, each Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. Grant of Security Interest in Collateral. Each Pledgor hereby assigns and pledges to the Administrative Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and assigns, a security interest in all right, title and interest in or to any and all of the following Article 9 Collateral, now existing or hereafter acquired, of such Pledgor (the “Trademark Collateral”):

- (a) Trademarks of such Pledgor, including those listed on Schedule I attached hereto, 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 (excluding any “intent-to-use” application for trademark or service mark registration listed therein and 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 Section 1(c) or 1(d), respectively, 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);

- (b) all goodwill associated with or symbolized by the foregoing;
- (c) all claims for, and rights to sue for, past or future infringements of the foregoing; and
- (d) all proceeds, including all income, royalties, damages and payments now or hereafter due and payable, Supporting Obligations and products of any and all of the foregoing.

SECTION 3. Recordation. Each Pledgor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 4. Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Collateral Agreement, and each Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Collateral 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 Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 5. Termination. Upon the termination of the Collateral Agreement pursuant to Section 5.15 of the Collateral Agreement, the Administrative Agent shall deliver to each Pledgor an instrument in writing in recordable form releasing the security interest in the Trademarks under this Agreement.

SECTION 6. 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.

SECTION 7. Governing Law. This Agreement and the rights and obligations of the Parties under this Agreement shall be construed in accordance with and governed by the laws of the State of New York and (to the extent applicable) the Bankruptcy Code.


[signature page follows]

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

Pledgors:

VERSO PAPER LLC

By:



Name: Allen J. Campbell

Title: Senior Vice President, Chief Financial Officer and
Assistant Secretary

{Signature Page to Trademark Collateral Agreement}

TRADEMARK
REEL: 005717 FRAME: 0909

Accepted and Agreed:

CITIBANK, N.A.,
as Administrative Agent

By: 

Name: Brendan Mackay
Title: Vice President and Director

[Signature Page to Trademark Collateral Agreement]

TRADEMARK
REEL: 005717 FRAME: 0910

SCHEDULE I
to
TRADEMARK COLLATERAL AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademarks:

1. Advocate, US Registration No. 2703228, registered on April 1, 2003
2. EZ-Control, US Registration No. 4171353, registered July 10, 2012
3. EZ-Printer, US Registration No. 4171354, registered July 10, 2012
4. EZ-Suite, US Registration No. 3030600, registered on December 13, 2005
5. EZ-Supplier, US Registration No. 4171355, registered on July 10, 2012
6. Influence, US Registration No. 1542526, registered on June 6, 1989
7. Influence Soft-Gloss, US Registration No. 2331367, registered on March 21, 2000
8. Liberty, US Registration No. 3051555, registered on January 24, 2006
9. Nextier, US Registration No. 4212921, registered on September 25, 2012
10. NXTR (and design), US Registration No. 4212936, registered on September 25, 2012
11. Nextier Solutions, US Registration No. 4224530, registered on October 16, 2012
12. Quinnesec, US Registration No. 1232416, registered on March 29, 1983
13. Velocity, US Registration No. 2576468, registered on June 4, 2002
14. Verso, US Registration No. 3446920, registered on June 10, 2008
15. Verso Paper Corp, US Registration No. 3428676, registered on May 13, 2008