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05-14-1998

U.S. Department of Commerce  
Patent and Trademark Office

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To the Honorable Commissioner of Patents and T.

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al documents or copy thereof.

1. Name of conveying party(ies):

POPE & TALBOT, INC.

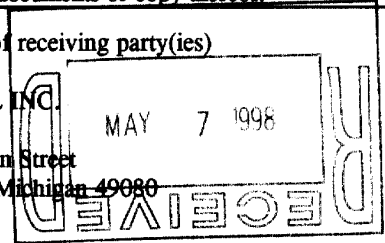
- Individual(s)  Association
- General Partnership  Limited Partnership
- Corporation (State- DELAWARE)
- Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and Address of receiving party(ies)

Name: PLAINWELL INC.

Address: 200 Allegan Street  
Plainwell, Michigan 49080



3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: March 5, 1998

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation (State -DELAWARE)
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE SCHEDULE A ATTACHED HERETO

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be sent:

Hayley M. Smith  
Legal Assistant  
Kirkland & Ellis  
153 East 53rd Street  
New York, NY 10022-4675

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41)..... \$ 190.00  
 Enclosed

Any deficiency is authorized to be charged to Deposit Account No. 111098.

8. Deposit Account No. 111098  
(Attach duplicate copy of this page if paying by deposit account)

05/12/1998 DCDATES 00000098 735080

01 FC:481 40.00 OP  
02 FC:482 150.00 OP

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Lisa A. Samenfeld, Esq.  
Name of Person Signing

[Signature]  
Signature

May 4, 1998  
Date

Total number of pages including cover sheet, attachments, and document: 7

COMMISSIONER OF PATENTS AND TRADEMARKS  
BOX ASSIGNMENT WASHINGTON D.C. 20231

TRADEMARK  
REEL: 1724 FRAME: 0819

**SCHEDULE A TO RECORDATION COVER SHEET**

**U.S. TRADEMARK REGISTRATIONS**

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
BEST VALUE	735,080	7/24/62
CAPRI	1,137,859	7/15/80
CO-ED	721,015	9/5/61
GAYETY	759,242	10/29/63
KIP	678,457	5/12/59
PERT	340,488	8/20/40
SNO-E	651,760	9/17/57

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 5<sup>th</sup> day of MARCH, 1998, ("Effective Date"), by and between **POPE & TALBOT, INC.**, a Delaware corporation, with its principal office at 1500 S.W. First Avenue, Portland, Oregon 97201 ("Assignor"), and **PLAINWELL INC.**, a Delaware corporation, with its principal office at 200 Allegan Street, Plainwell, Michigan 49080 ("Assignee").

**WHEREAS**, pursuant to that certain Agreement of Purchase and Sale dated as of the 22nd day of January 1998 (the "Purchase Agreement") by and among Assignor and Pope & Talbot, Wis., Inc., a Delaware corporation, as "Sellers" and Assignee and Plainwell Holding Company, a Delaware corporation, as "Buyers", Assignor has agreed to assign, and Assignee has agreed to acquire, all the right, title and interest in and to the trademarks of the Sellers, including, without limitation, (a) those United States trademark registrations identified and set forth on Schedule A attached hereto; and (b) those foreign trademark registrations and applications for registration identified and set forth on Schedule B attached hereto (all of the foregoing collectively referred to herein as the "Marks").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used, and all registrations and applications therefor, in the United States and all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including,

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**Execution Copy**

without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (3) in the implementation or perfection of this Assignment.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

\* \* \* \*

Execution Copy

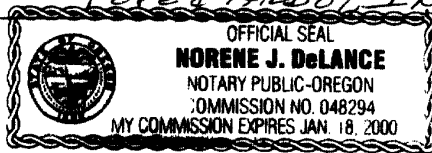
IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 5<sup>th</sup> day of MARCH, 1998.

POPE & TALBOT, INC.  
By: Michael Flannery  
Name: Michael Flannery  
Title: President and Chief Operating Officer

~~PLAINWELL INC.~~  
By: [Signature]  
Name: Roy Fuchs  
Title: Executive Vice President

STATE OF OREGON )  
COUNTY OF MULTNOMAH ) ss.:

On this 5<sup>th</sup> day of MARCH, 1998, there appeared before me MICHAEL FLANNERY, personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of POPE & TALBOT, INC.



Norene J. DeLance  
Notary Public  
MY COMMISSION EXPIRES 1/18/00

STATE OF New York )  
COUNTY OF New York ) ss.:

On this 18 day of March, 1998, there appeared before me Roy Fuchs, personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Plainwell Inc.

Joseph J. Cali  
JOSEPH J. CALI  
Notary Public, State of New York  
No. 31-5015323  
Qualified in New York County  
Commission Expires July 19, 1999

SCHEDULE A TO TRADEMARK ASSIGNMENT

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
BEST VALUE	735,080	7/24/62
CAPRI	1,137,859	7/15/80
CO-ED	721,015	9/5/61
GAYETY	759,242	10/29/63
KIP	678,457	5/12/59
PERT	340,488	8/20/40
SNO-E	651,760	9/17/57

**SCHEDULE B TO TRADEMARK ASSIGNMENT**  
**FOREIGN TRADEMARK APPLICATIONS AND REGISTRATIONS**

**ARGENTINA**

<b>COUNTRY</b>	<b>TRADEMARK</b>	<b>STATUS</b>	<b>APP/REG NO.</b>	<b>APP/REG. DATE</b>
Argentina	PERT	Registered	1,835,225	9/30/94

**CANADA**

<b>COUNTRY</b>	<b>TRADEMARK</b>	<b>STATUS</b>	<b>APP/REG NO.</b>	<b>APP/REG. DATE</b>
Canada	GAYETY	Registered	433,917	9/30/94
Canada	RITZ	Pending	728,856	5/13/93

**MEXICO**

<b>COUNTRY</b>	<b>TRADEMARK</b>	<b>STATUS</b>	<b>APP/REG NO.</b>	<b>APP/REG. DATE</b>
Mexico	CAPRI	Registered	525,179	7/5/96
Mexico	GAYETY	Registered	448,001	12/30/93
Mexico	PERT	Registered	446,537	11/16/93
Mexico	RITZ	Pending	168,736	5/26/93