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RECORDATION FORM COVER SHEET  
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Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
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Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name
  - Other \_\_\_\_\_
- Effective Date  
Month Day Year  
\_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name Champion International Corporation

Execution Date  
Month Day Year  
6/1/98

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization New York

Receiving Party

Mark if additional names of receiving parties attached

Name Donohue Industries Inc.

DBA/AKATA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 500 Sherbrooke Street West

HS

Address (line 2) suite 800

Address (line 3) Montreal

Quebec, Canada

H3A 3C6

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Delaware

12/18/1998 DNGUYEN 00000211 2082779

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01 FC:481 40.00 OP  
02 FC:482 75.00 OP

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**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

4 Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

**Number of Properties**

Enter the total number of properties involved. #

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Paulette R. Carey, Esq.  
Name of Person Signing

Paulette R. Carey  
Signature

12/4/98  
Date Signed

**IN THE MATTER OF**

Trademark: PAPER RETRIEVER & DOG DESIGN

Registration No.: 2.082.779

Registered: July 29, 1997

**APPOINTMENT OF DOMESTIC REPRESENTATIVE**

**BUCHMAN & O'BRIEN**, whose postal address is 10 East 40th street, New York, N.Y. 10016, United States of America, is hereby designated Licensee's representative upon whom notices or process in proceedings affecting the mark may be served.

**POWER OF ATTORNEY**

The undersigned hereby appoints Paulette R. Carey of the law offices of BUCHMAN & O'BRIEN, having its offices at 10 East 40th street, New York, N.Y. 10016, United States of America, its attorneys to prosecute this application to registration, with full power of substitution and revocation, to transact all business in the Patent and Trademarks Office in connection therewith, and to receive the Certificate of Registration.

DONOHUE INDUSTRIES INC.

Per:

  
Name: Louis-Gilles Gagnon  
Title: Secretary

This 20th day of November 1998

## LICENSE AGREEMENT

**AGREEMENT** dated June 1, 1998 by and between Champion International Corporation, a New York corporation (the "Seller"), and Donohue Industries Inc., a Delaware corporation (the "Purchaser").

### **WITNESSETH:**

**WHEREAS**, the Seller and the Purchaser have entered into an Asset Purchase Agreement dated as of March 21, 1998 (the "Asset Purchase Agreement"), pursuant to which the Seller has agreed to sell to the Purchaser the Newsprint Business (the "Business"), as more particularly described in the Asset Purchase Agreement; and

**WHEREAS**, certain trademarks, patents, computer programs, source codes, firmware, software and trade secrets which are owned by the Seller (the "Licensed Items") are used in both the Business and in another business or at another location of the Seller, said Licensed Items including but not limited to U.S. Patent No. 5,717,456 for CV2 System for Monitoring a Continuous Manufacturing Process and related software and source code; and

**WHEREAS**, the Purchaser has requested the Seller to grant to the Purchaser a royalty-free, non-exclusive license (or, in certain cases, exclusive) to use the Licensed Items in the Business in substantially the same way as the Licensed Items are used in the Business as of the Closing Date; and

**WHEREAS**, the Seller is willing to grant such a license under the following terms and conditions.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Seller hereby grants to the Purchaser a royalty-free, non-exclusive license, without the right to grant sublicenses, to use the Licensed Items in the conduct of the Business substantially as they are used on the Closing Date. Notwithstanding the foregoing, it is expressly agreed to by the parties that the Purchaser shall have no rights whatsoever (a) to the trademarks and brand names listed in Schedule 2.2 of the Asset Purchase Agreement except that Purchaser shall have the exclusive license, without the right to grant sublicenses, to use only in the State of Texas (and with respect to only subparagraph (i) below the non-exclusive license elsewhere in the U.S. except in the states of Illinois, Tennessee and Georgia) and in connection with paper recycling services (i) the word element "Paper Retriever" and the design element "Dog Design", but not the word element "CHAMPION", of Seller's Trademark Registration No. 2,089,779, (ii) Seller's trademark "FULL-CIRCLE RECYCLER" (U.S. Trademark Application No. 75/356,228), (iii) Seller's trademark "SWEEP THE DESK" (U.S. Trademark Application No. 75/012,101), and (iv) Seller's trademark "TEAL and GOLD DESIGN" (U.S. Trademark Application No. 75/392,466, provided, however, that the quality and the standards of Purchaser's services shall be substantially the same as those of the paper recycling services of the Business at the Closing and

further provided that Purchaser shall take no action which would adversely affect the validity of Seller's trademarks and the goodwill pertaining thereto, and (b) to the trademark and tradename "Champion", the prefixes "Champ" and "Cham" and any logos or printed matter containing any such terms or any variations thereof (the "Excluded Items") except for a reasonable period of time following the Closing Date to permit the Purchaser to replace such materials. Except as expressly set forth above, the Purchaser agrees that the Excluded Items are excluded from the license granted under this Agreement and agrees not to use the Excluded Items for any purpose whatsoever without, in each instance, the prior written consent of the Seller by an authorized representative. Seller shall consent to Purchaser's application to use and to register in its own name any new term or logo containing or comprising the words PAPER RETRIEVER or such dog design logo at the US Patent and Trademark Office ("USPTO"), provided that such term or logo is not used in conjunction with the tradename "Champion" or the prefixes "Champ" or "Cham" and provided further that Seller may grant a similar right to another party (other than in Texas) and Purchaser agrees to consent to such other party's registration and use of in its own name any new term or logo containing or comprising the words PAPER RETRIEVER or dog design at the USPTO.

2. The Purchaser expressly agrees to use the Licensed Items (including but not limited to the CV2 Monitoring Process and software and source codes relating thereto) in the operations of the Business as said Licensed Items were used in the Business at the Closing. Purchaser shall not use the Licensed Items in any other businesses or facilities, and Purchaser shall not alter, upgrade or modify the Licensed Items other than the inclusion of the word "Donohue" and/or the design element of Trademark Registration Nos. 1, 143, 813; 1, 124, 917; and 1, 142, 493. The Purchaser agrees to maintain in its exclusive custody and subject to its exclusive control all documentary, electronic or like tangible thing pertaining to the Licensed Items, including but not limited to drawings, formulations, designs, specifications, flowsheets, sketches, descriptions, data, samples, source codes, software and computer programs and other tangible things, which may be present in the Business as of the Closing (hereinafter referred to as "Tangible Things") and agrees to use such Tangible Things solely in the exercise of rights granted to the Purchaser under Paragraph 1 of this Agreement. It is expressly agreed to and understood by the parties that the Licensed Items and Tangible Things are and shall remain Seller's exclusive property, and except as expressly set forth herein, the Purchaser shall have no rights thereto.

3. Except as required by law, the Purchaser shall maintain in strict confidence and not disclose to any third party any and all confidential information relating to the Licensed Items (the "Confidential Information") which may be present in the Business or which may be known to persons employed at the Business, and shall not use the Confidential Information except in the exercise of the license expressly granted under Paragraph 1. However, the Purchaser may allow access to the Confidential Information to those of its employees who have a need to access the Confidential Information during the normal course of their employment; provided, however, that prior to having such access such employees shall be informed of the Purchaser's obligations hereunder and shall be bound by appropriate written confidentiality agreements.

4. The Purchaser hereby agrees to indemnify, defend and hold the Seller harmless, from and against any and all Losses arising out of or resulting from the Purchaser's exercise of the license granted hereunder or failure to perform or comply with any term, condition, provision, covenant or obligation of this Agreement; provided, however, that nothing in this Agreement shall modify or limit either party's indemnification rights or obligations pursuant to the Asset Purchaser Agreement.

5. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THE ASSET PURCHASE AGREEMENT OR THE OTHER CLOSING DOCUMENTS, THE SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY IN RESPECT OF THE LICENSED ITEMS.

6. This Agreement is delivered pursuant to the Asset Purchase Agreement and shall be construed consistently therewith; provided, however, that in the event of any conflict between the terms of this Agreement and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern.

7. Any term capitalized herein and not otherwise defined shall have the meaning assigned to it in the Asset Purchase Agreement.

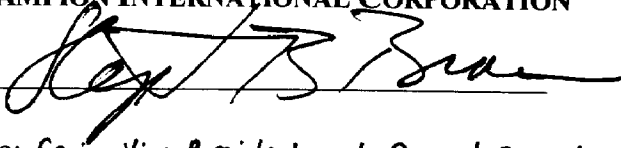
8. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns; provided, however, that the Purchaser may not without the Seller's prior written consent, assign this Agreement or any of its rights or obligations hereunder except in connection with the assignment of all or substantially all of the Purchaser's business to which it pertains.

9. This Agreement shall be interpreted and enforced in accordance with the internal laws of the State of New York, without regard to the conflict of laws principles.

10. This Agreement and the Asset Purchase Agreement represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and merge and supersede all prior agreements, discussions and writing with respect thereto, either express or implied, between the parties. No modification or alteration of this Agreement shall be effective unless made in writing and signed by both parties hereto.

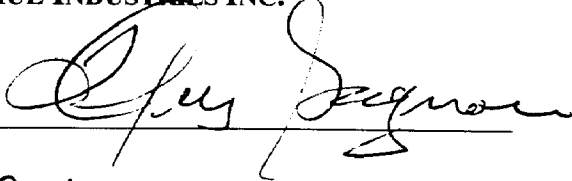
*IN WITNESS WHEREOF*, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

**CHAMPION INTERNATIONAL CORPORATION**

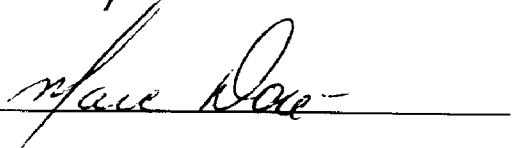
By: 

Title: Senior Vice President and General Counsel

**DONOHUE INDUSTRIES INC.**

By: 

Title: Secretary

By: 

Title: Assistant Secretary

IN THE MATTER OF

Trademarks referred to in Schedule "A" attached hereto.

APPOINTMENT OF DOMESTIC REPRESENTATIVE

**BUCHMAN & O'BRIEN**, whose postal address is 10 East 40th street, New York, N.Y. 10016, United States of America, is hereby designated Licensee's representative upon whom notices or process in proceedings affecting the marks may be served.

POWER OF ATTORNEY

The undersigned hereby appoints Paulette R. Carey of the law offices of BUCHMAN & O'BRIEN, having its offices at 10 East 40th street, New York, N.Y. 10016, United States of America, its attorneys to prosecute this application to registration, with full power of substitution and revocation, to transact all business in the Patent and Trademarks Office in connection therewith, and to receive the Certificate of Registration.

DONOHUE INDUSTRIES INC.

by 

Name: Louis-Gilles Gagnon

Title: Secretary

This ~~20<sup>th</sup>~~ day of November 1998



**SCHEDULE « A »**

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**U.S. Trademarks**

Trademark

Application No.

FULL-CIRCLE RECYCLER

Appl. No. 75/356.228

SWEEP THE DESK

Appl. No. 75/012.101

TEAL and GOLD DESIGN

Appl. No. 75/392.466