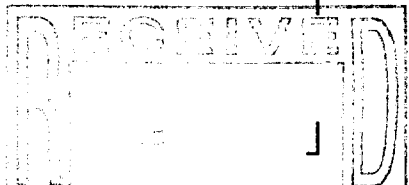


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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

<b>Submission Type</b>		<b>Conveyance Type</b>	
<input checked="" type="checkbox"/> New		<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Resubmission (Non-Recordation)		<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment
<input type="checkbox"/> Document ID #	<input type="text"/>	<input type="checkbox"/> Merger	Effective Date Month Day Year <input type="text" value="1/20/99"/>
<input type="checkbox"/> Correction of PTO Error	Reel # <input type="text"/> Frame # <input type="text"/>	<input type="checkbox"/> Change of Name	
<input type="checkbox"/> Corrective Document	Reel # <input type="text"/> Frame # <input type="text"/>	<input type="checkbox"/> Other	<input type="text"/>

**Conveying Party**  Mark If additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**Receiving Party**  Mark If additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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.)

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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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

(214) 969-1542

Name

DWAIN K. ROGERS, JR.

Address (line 1)

THOMPSON & KNIGHT, P.C.

Address (line 2)

1700 PACIFIC AVENUE, SUITE 3300

Address (line 3)

DALLAS, TEXAS 75201

Address (line 4)

**Pages**

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

#

2

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

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1,893,611	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3:41):

\$

40.00

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:

#

20-0821

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.

DWAIN K. ROGERS, JR.

Name of Person Signing

*D. K. Rogers*

Signature

2/2/99

Date Signed

JAN-20-1999 13:46

SIMPSON

206 224 5059 P.03/18

### ASSIGNMENT OF TRADEMARK

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, SIMPSON PASADENA PAPER COMPANY, a Washington corporation ("Assignor"), hereby makes and executes the following Assignment of Trademark to PASADENA PAPER COMPANY LP, a Texas limited partnership ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the mark Laredo® and the registration thereof in the United States Patent and Trademark Office Reg. No. 1,893,611 (the "Mark"); and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Mark, together with the goodwill of the business appurtenant thereto and symbolized thereby and the right to recover damages and profits for past infringement thereof;

NOW, THEREFORE, the parties agree as follows:

1. Assignor does hereby assign, contribute, transfer, convey and grant to Assignee, its successors and assigns, all right, title and interest in and to the Mark, together with the goodwill of the business appurtenant thereto and symbolized thereby and the right to recover damages and profits for past infringement thereof.

2. Assignor further covenants and agrees that it will at any time upon request communicate to Assignee, its successors and assigns, any facts pertinent to the history, validity or enforceability of the Mark that are known to Assignor and that Assignor will, at Assignee's expense, testify as to the same in any opposition, cancellation or other litigation, when and if requested to do so by Assignee, its successors or assigns.

3. This Assignment of Trademark shall be governed by, construed under, and enforced in accordance with the laws of the State of Texas without reference to the conflict of laws provisions thereof.

4. This Assignment of Trademark is executed and delivered pursuant to the Asset Purchase Agreement of even date among Assignor, Assignee, and Pasadena Pulp Company LP ("Asset Purchase Agreement"), which contains warranties, disclaimers of warranties, rights, indemnities, and limitations of liability applicable to this instrument, and which is incorporated herein by reference. Unless separately defined in this instrument, all capitalized terms shall have the meanings set forth in the Asset Purchase Agreement.

(Signature on next page)

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RECEIVED TIME JAN.22. 11:28AM

PRINT TIME JAN.22. 11:29AM

TRADEMARK  
REEL: 1848 FRAME: 0887

JAN-20-1999 13:46

SIMPSON

206 224 5059 P.04/18

EXECUTED as of January 20, 1999.

**SIMPSON PASADENA PAPER  
COMPANY**

By   
Its: Vice President & Chief Financial Officer