

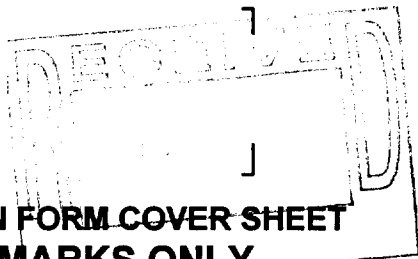
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



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

Submission Type

New

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger
Effective Date
Month Day Year
1/20/99

Change of Name

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name SIMPSON PASADENA PAPER COMPANY Execution Date
Month Day Year
1/20/99

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization WASHINGTON

Receiving Party

Mark if additional names of conveying parties attached

Name PASADENA PAPER COMPANY, LP

DBA/AKA/TA _____

Composed of _____

Address (line 1) NORTH SHAVER AT WASHBURN TUNNEL

Address (line 2) P.O. BOX 872

Address (line 3) PASADENA TEXAS 77501-0872
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization TEXAS

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.)

FOR OFFICE USE ONLY

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.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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: 1849 FRAME: 0071

EXECUTED as of January 20, 1999.

**SIMPSON PASADENA PAPER
COMPANY**

By 
Its: Vice President & Chief Financial Officer