

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



101005377

Tab settings = = = ▾

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

3-29-99 mco

1. Name of conveying party(ies):

International Paper Company

- Individual(s)
- General Partnership
- Corporation-State New York
- Other

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Association
- Limited Partnership
- Merger
- Change of Name

Execution Date: July 31, 1998

2. Name and address of receiving party(ies)

Name: BBA Nonwovens Simpsonville, Inc

Internal Address: _____

Street Address: 840 S.E. Main Street

City: Simpsonville State: SC ZIP: 29681

- 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 patent number(s):

A. Trademark Application No.(s)

Appl. No. 75/328,752 - SQUAREOFFS!

Appl. No. 75/469,463 - EVERSUN

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Raymond O. Linker, Jr., Esq.
ALSTON & BIRD LLP
Internal Address: P.O. Drawer 34009

04/06/1999 JENHBAZZ 00000160 75328752

01 FC:482
02 FC:481

25.00 OP
40.00 OP

Street Address: 1211 E. Morehead Street

City: Charlotte State: NC ZIP: 28234

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

Enclosed

Authorized to be charged to deposit account

If additional fees are needed please use:

8. Deposit account number:

16-0605

(Attach duplicate copy of this page if paying by deposit account)

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.

Raymond O. Linker, Jr.

Name of Person Signing

Signature

March 23, 1999

Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS, dated as of July 31, 1998 (this "Assignment"), by International Paper Company ("Assignor"), a New York corporation with its principal place of business at Two Manhattanville Road, Purchase, New York 10577-2196 in favor of BBA Nonwovens Simpsonville, Inc. ("Assignee"), a Delaware corporation with its principal place of business at 840 Southeast Main Street, Simpsonville, South Carolina 29681.

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement, dated as of April 21, 1998, as amended and restated on the date hereof (the "Purchase Agreement"), pursuant to which Assignor has agreed to transfer to Assignee and Assignee has agreed to accept from Assignor certain of the assets including, but not limited to trademarks, trade names, labels and other trade dress and copyrights (including all goodwill associated therewith), primarily relating to the Business (as defined in the Purchase Agreement) and to become the successor to such business or portion thereof to which any U.S. trademark applications filed on the basis of "intent-to-use" relate, which Business is ongoing and existing;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, set over, and deliver to Assignee, its successors and assigns, absolutely and forever, and any and all of Assignor's right, title, and interest, in and to:

(i) the trademarks, trade names, labels and other trade dress and copyrights set forth on Schedule A hereto, including all registrations and applications thereof, all registrations which may be granted in respect of such applications, all renewals of such registrations, and all common law rights therein;

(ii) the goodwill of the business symbolized by such trademarks;

(iii) all causes of actions, claims and demands or other rights for, or arising from, any infringement, including the right to sue for past infringement, of such trademarks and other items set forth on Schedule A together with all claims for damages by reason of past infringement, with the right to recover the same for Assignee's own use and enjoyment; and

(iv) all rights corresponding thereto throughout the world.

From time to time after the date hereof, at the request of either party hereto, and at the expense of the party so requesting, each of the parties hereto shall execute and deliver to such requesting party such documents and take such other action as such requesting party may reasonably request in order to consummate more effectively the transactions contemplated hereby.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

INTERNATIONAL PAPER COMPANY

By: *C. Cato Ealy*
Name: C. Cato Ealy
Title: Vice President

STATE OF NEW YORK)
WESTCHESTER) SS.
COUNTY OF NEW YORK)

I, a notary public, in and for the county and state aforesaid, do hereby certify that C. Cato Ealy, known to me to be a Vice President of International Paper Company and acknowledge that he signed the above and foregoing instrument as his free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 16 day of October, 1998.

Ellen McLaughlin
Notary Public

My Commission Expires: _____.

Acknowledged and Accepted:

BBA NONWOVENS SIMPSONVILLE, INC.

By: *Dennis R. Tavernetti*
Name: Dennis R. Tavernetti
Title: President

ELLEN McLAUGHLIN
Notary Public, State of New York
No. 01MC5069930
Qualified in Westchester County
Commission Expires November 25, 1998

338063

SCHEDULE "A"

<u>Mark</u>	<u>Application No.</u>	<u>Filed</u>
SQUAREOFFS!	75-328,752	July 22, 1997
EVERSPUN	75-469,463	April 17, 1998