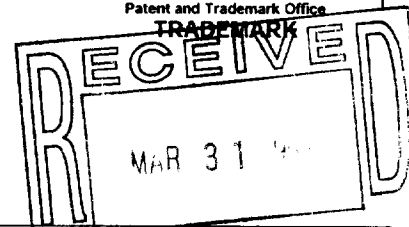


04-12-1999



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TRADEMARK



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
- Change of Name
- Other

Effective Date  
Month Day Year  
03 02 99

3-31-99

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year  
03 02 99

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving 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

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

04/09/1999 DNGUYEN 00000260 75406618

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 DP  
50.00 DP

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

TRADEMARK  
REEL: 1880 FRAME: 0685

**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)**

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 Number: #

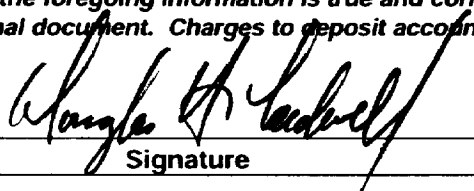
(Enter for payment by deposit account or if additional fees can be charged to the account.)

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.

Douglas A. Cardwell  
Name of Person Signing

  
Signature

3/29/99  
Date Signed

## TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT (this "Assignment") made as of March 2, 1999 by International Paper Company, a New York corporation ("IP"), to Formica Corporation, a Delaware corporation ("Formica"), pursuant to the Asset Purchase Agreement, dated as of March 2, 1999, between IP and Formica (the "Agreement").

WHEREAS, capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Agreement;

WHEREAS, pursuant to the terms and subject to the conditions set forth in the Agreement, IP has agreed to sell, assign, transfer, convey, and deliver to Formica, and Formica has agreed to purchase, pay for, and accept from IP, all of IP's right, title, and interest in and to all of the goodwill arising exclusively from, and all other intangible assets of IP dedicated exclusively to, the operation of the Business;

WHEREAS, IP has adopted and used exclusively in the Business the trademarks and trade names set forth on the attached Schedule A;

WHEREAS, Formica is desirous of acquiring the entire worldwide right, title and interest in, to and under all of the trademarks and trade names adopted and used by IP exclusively in the Business (other than (i) the trademark and trade name "Antium" which is owned by an indirect wholly-owned subsidiary of IP and which Formica shall acquire pursuant to a separate assignment agreement, and (ii) any trademark or trade name containing any of the Corporate Names (as defined in the Agreement)), in each case as set forth on the attached Schedule A, and any registrations thereof and applications therefore (collectively, the "Trademarks"); and

WHEREAS, IP is the owner of the entire worldwide right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration paid by Formica to IP pursuant to the Agreement at or before the execution and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, IP does hereby sell, assign, transfer, convey and deliver to Formica, its successors and assigns, as of the Closing Date, its entire right, title and interest in, to and under the Trademarks, together with the goodwill of the Business in connection with which the Trademarks are used, all of the foregoing to

be held and enjoyed by Formica for its own use and for the use of its successors, assigns or other legal representatives, together with all claims of IP for damages incurred or sustained by IP by reason of past, present and future infringement of the rights assigned under this Trademark Assignment, with the right to sue for and collect the same for Formica's own use and benefit, and for the use and benefit of Formica's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by IP if this transfer to Formica had not been made.

IP hereby agrees to execute all such other documents as may be necessary or required, to transfer and record the transfer in each jurisdiction in which a Trademark is registered or an application of a Trademark is made.

IP hereby appoints and constitutes Formica as attorney-in-fact for IP with respect to the transfer of title of any of the Trademarks. Formica's authority hereunder shall include, without limitation, the authority to execute and receive any certificate of ownership or other document to transfer title to any Trademarks, and to take any other actions necessary or incident to

the powers granted to Formica in this Trademark Assignment.

This Assignment shall inure to the benefit of Formica and its successors and assigns and shall be binding upon IP and its successors and assigns, effective immediately upon its delivery to Formica.

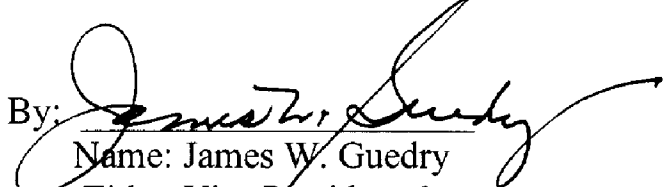
This Assignment will be governed by and construed in accordance with the laws of the State of New York. Each of Formica and IP irrevocably consents to the exclusive jurisdiction of the courts of the State of New York, or of any federal court located in such State, with respect to any claim, action, or proceeding between the parties arising out of or in connection with this Assignment.

This Assignment may be executed in one or more counterparts, each of which when so executed and delivered will be an original, but all of which will together constitute one and the same instrument.

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and delivered as of the date first above written.


Assignor:

INTERNATIONAL PAPER COMPANY

By:   
Name: James W. Guedry  
Title: Vice President &  
Corporate Secretary

State of New York     )  
                                  ) ss:  
County of Westchester )

On this 2 day of March, 1999, before me personally came James W. Guedry, known to me to be a Vice Secretary of International Paper Company, who executed the foregoing document with full authority to do so.

  
Notary Public

**ELLEN McLAUGHLIN**  
Notary Public, State of New York  
No. 01MC5069630  
Qualified in Westchester County  
Commission Expires November 25, 2000





Schedule A

**Trademarks**

Trademarks

U.S. Trademark registration "BASIX", class 17, registration number 1,748,531, January 26, 1993, in the name of International Paper Company.

U.S. Trademark registration "INSPIRATION SERIES", class 17, registration number 1,568,208, November 28, 1989, in the name of International Paper Company.

U.S. Trademark application for trademark "FOUNTAINHEAD", application number 75406618, class 17, filed December 17, 1997, in the name of International Paper Company.