

07-22-1999

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To the Honorable Commissioner of Pat.

101098110

Attached original documents or copy thereof.

1. Name of conveying party(ies):

UPM-Kymmene Oyj

MED
7/19/99

- Individual(s)
- General Partnership
- Corporation-State -Finland
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: September 29, 1998

2. Name and address of receiving party(ies):

Name: WALKISOFT FINLAND OY

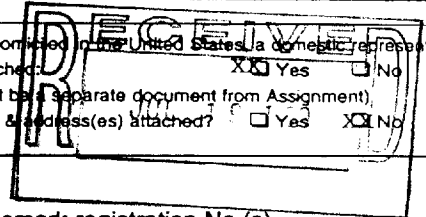
Internal Address: _____

Street Address: Runeberginkatu 25

City: 48200 Kotka State: _____ ZIP: FINLAND

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Finland
- 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,693,947

Additional numbers attached? Yes No

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

Name: Jennifer D. Silverman

Internal Address: McAulay Nissen Goldberg

Kiel & Hand, LLP

Street Address: 261 Madison Avenue

City: New York State: NY ZIP: 10016

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41):..... \$ 20.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(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.

Jennifer D. Silverman
Name of Person Signing

Jennifer D. Silverman
Signature

July 16, 1999
Date

Total number of pages comprising cover sheet: _____

7

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

07/21/1999 MTHA11 00000182 1693947

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40.00 OP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK
REEL: 001931 FRAME: 0815

Attorney Docket: UPM T-3
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant: UPM-KYMMENE OY
Registration No.: 1,693,947
Registration Date: June 16, 1992
Assignee: WALKISOFT FINLAND OY
Runeberginkatu 25
48200 Kotka, Finland
Mark: WALKISOFT
International Classes: 5, 16 and 25

Assistant Commissioner For Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

APPOINTMENT OF DOMESTIC REPRESENTATIVE

SIR:


McAulay Nissen Goldberg Kiel & Hand, LLP whose postal address is 261 Madison Avenue, New York, New York 10016; U.S.A.; is hereby designated as Assignee's representative upon whom notice of process in proceedings affecting the above identified mark may be served.

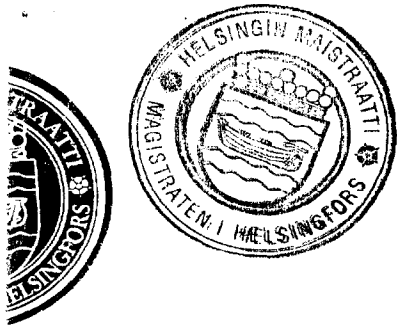
WALKISOFT FINLAND OY

Kotka,
December 4, 1998

✓ Dated:

By:


Eneq Nygård
Managing Director



ASSIGNMENT

This deed of assignment is made on the 14th day of September, 1998

BETWEEN

UPM-Kymmene Oyj (in English: UPM-Kymmene Corporation) (formerly UPM-Kymmene Oy) located at Eteläesplanadi 2, 00130 HELSINKI, FINLAND (hereinafter called the Assignor) of the one part

and

Walkisoft Finland Oy located at Runeberginkatu 25, 48200 KOTKA, FINLAND (hereinafter called the Assignee) of the other part:

WHEREAS the Assignor is the registered owner of the trade marks listed below which have been registered or applied for in countries listed below, the particulars of such trademarks being set forth as follows



| REGISTRATION | RENEWAL | TRADEMARK | REG.NO | REG. DATE | APPL.NO | APPL. DATE | CLASS | OWNER |
|-------------------|------------|--------------------|-----------|------------|--------------|------------|---------------|-------------------------|
| | | AIRSPUN | | | 833,139 | 1997-01-09 | 16 24 | UPM-Kymmene Oy |
| | 2008-01-27 | AIRSPUN | 1146439 | 1998-01-28 | 960122693 | 1996-11-05 | 16 | UPM-Kymmene Oy |
| | 2007-12-20 | AIRSPUN | 1136312 | 1997-12-21 | 960122694 | 1996-11-05 | 24 | UPM-KYMMENE OY |
| | | AIRSPUN | | | 366203 | 1996-09-24 | 16 24 | UPM-Kymmene Oy |
| Hongkong | 2003-10-11 | AIRSPUN | 03267 | 1998-04-07 | 12798/96 | 1996-10-11 | 16 | UPM-KYMMENE OY |
| Hongkong | | AIRSPUN | | | 12799/96 | 1996-10-11 | 24 | UPM-Kymmene Oy |
| Indonesia | | AIRSPUN | | | D 97 518 | 1997-01-13 | 16 | UPM-Kymmene Oy |
| Indonesia | 2006-07-13 | AIRSPUN | 403493 | 1997-11-06 | D 97 517 | 1997-01-13 | 24 | UPM-Kymmene Oy |
| Japan | | AIRSPUN | | | 8-115690 | 1996-10-15 | 16 | UPM-Kymmene Oy |
| Japan | 2008-03-13 | AIRSPUN | 4124978 | 1998-03-13 | 8-115691 | 1996-10-15 | 24 | UPM-Kymmene Oy |
| Malaysia | | AIRSPUN | | | 97/00577 | 1997-01-15 | 16 | UPM-Kymmene Oy |
| Malaysia | | AIRSPUN | | | 97/00576 | 1997-01-15 | 24 | UPM-Kymmene Oy |
| Norway | 2008-01-15 | AIRSPUN | 188.007 | 1998-01-15 | 97.0322 | 1997-01-13 | 16 24 | UPM-Kymmene Oy |
| Republic of Korea | | AIRSPUN | | | 97-18628 | 1997-04-24 | 16 | UPM-Kymmene Oy |
| Republic of Korea | 2008-07-06 | AIRSPUN | 406082 | 1998-07-06 | 97-18629 | 1997-04-24 | 24 | UPM-Kymmene Oy |
| Singapore | | AIRSPUN | | | 655/97 | 1997-01-21 | 16 | UPM-Kymmene Oy |
| Singapore | | AIRSPUN | | | 656/97 | 1997-01-21 | 24 | UPM-Kymmene Oy |
| Switzerland | | AIRSPUN | | | 00115/1997 | 1997-01-09 | 16 24 | UPM-Kymmene Oy |
| Taiwan | | AIRSPUN | | | (85)52827 | 1996-10-17 | 16 | UPM-Kymmene Oy |
| Taiwan | 2008-02-29 | AIRSPUN | 797888 | 1998-03-01 | 8552829 | 1996-10-17 | 24 | UPM-Kymmene Oy |
| Thailand | | AIRSPUN | | | 322989 | 1996-11-25 | 16 | UPM-Kymmene Oy |
| Thailand | | AIRSPUN | | | 323000 | 1996-11-25 | 24 | UPM-Kymmene Oy |
| U S A | | AIRSPUN | | | 75/235992 | | 16 24 | UPM-Kymmene Oy |
| China | 2007-12-13 | WALKISOFT (device) | 1134289 | 1997-12-14 | 960091292 | 1996-08-08 | 16 | UPM-KYMMENE CORPORATION |
| Indonesia | 2005-11-30 | WALKISOFT (device) | 384873 | 1996-05-30 | D 96 11018 | 1996-05-30 | 10 | UPM-KYMMENE CORPORATION |
| Indonesia | 2005-11-30 | WALKISOFT (device) | 384865 | 1997-09-02 | D 96 11017 | 1996-05-30 | 16 | UPM-KYMMENE CORPORATION |
| Indonesia | 2005-11-30 | WALKISOFT (device) | 384863 | 1997-09-02 | D 96 11016 | 1996-05-30 | 24 | UPM-KYMMENE CORPORATION |
| Malaysia | | WALKISOFT (device) | | | 96/06559 | 1996-06-18 | 10 | UPM-KYMMENE CORPORATION |
| Malaysia | | WALKISOFT (device) | | | 96/06560 | 1996-06-18 | 16 | UPM-KYMMENE CORPORATION |
| Malaysia | | WALKISOFT (device) | | | 96/06558 | 1996-06-18 | 24 | UPM-KYMMENE CORPORATION |
| Republic of Korea | 2008-05-29 | WALKISOFT (device) | 402922 | 1998-05-29 | 96-22782 | 1996-05-31 | 10 (KR Ik 11) | UPM-KYMMENE CORPORATION |
| Republic of Korea | | WALKISOFT (device) | | | 96-22783 | 1996-05-31 | 16 (KR Ik 26) | UPM-KYMMENE CORPORATION |
| Republic of Korea | | WALKISOFT (device) | | | 96-22784 | 1996-05-31 | 24 (KR Ik 49) | UPM-KYMMENE CORPORATION |
| Republic of Korea | | WALKISOFT (device) | | | 96-4118 | 1996-05-31 | 14 | UPM-KYMMENE CORPORATION |
| Republic of Korea | | WALKISOFT (device) | | | 98-4119 | 1996-05-31 | 21 | UPM-KYMMENE CORPORATION |
| Republic of Korea | | WALKISOFT (device) | | | 98-4118 | 1996-05-31 | 14 | UPM-KYMMENE CORPORATION |
| Republic of Korea | | WALKISOFT (device) | | | 98-4119 | 1996-05-31 | 21 | UPM-KYMMENE CORPORATION |
| EU | | WALKISOFT (device) | | | 222984 | 1996-04-01 | 10 16 24 | UPM-Kymmene Oy |
| Finland | 2006-11-05 | WALKISOFT | 96966 | 1986-11-05 | R199603100 | 1996-06-24 | 5 16 25 | UPM-KYMMENE OY |
| Germany | 2005-03-31 | WALKISOFT | 1086899 | 1985-03-22 | Y722/16 Wz | 1985-03-21 | 16 | UPM-Kymmene Oy |
| Hongkong | 2006-07-11 | WALKISOFT | 1210/91 | 1991-04-19 | 5532/89 | 1989-07-11 | 16 | UPM-Kymmene Oy |
| Italy | 2005-05-31 | WALKISOFT | 496192 | 1985-05-31 | M195C-002424 | 1985-05-31 | 16 | UPM-KYMMENE OY |
| Singapore | 2006-07-10 | WALKISOFT | A 4327/89 | 1989-07-10 | 4327/89 | 1989-07-10 | 16 | UPM-Kymmene Oy |
| U S A | 2002-06-16 | WALKISOFT | 1,693,947 | 1992-06-16 | 74/095501 | 1990-09-10 | 5 16 25 | UPM-Kymmene Oy |

(hereinafter referred to as "the trademarks").

WHEREAS, the Assignee is desirous of acquiring said registrations;

NOW THEREFORE, in consideration of and in exchange for the sum of £ 1000 and other good and valuable consideration, the receipt of which is hereby acknowledged, said Assignor does hereby assign unto said Assignee the entire right, title and interest in and to said registrations, together with the goodwill of the business associated with the mark, the



to be held and enjoyed by the Assignee, its successors and assigns, as fully and entirely as the said assigned interest would have been held and enjoyed by the Assignor if this Agreement has not been made.

IN WITNESS THEREOF, the Assignor and the Assignee have executed this Assignment in accordance with their respective constitutions the day and year first above written:

Executed on behalf of
(assignor)

UPM-Kymmene Oyj

Juhani Ilvonen *Juha Virmavirta*

Juhani Ilvonen Juha Virmavirta
Group Legal Counsel Group Legal Counsel

NOTARIUS PUBLICUS

This is to certify that UPM-Kymmene Oyj is a juridical person duly organized under the laws of Finland and that

Juhani Ilvonen and Juha Virmavirta

who signed the Deed of Assignment is a lawful representative(s) of the said corporation and duly authorized to sign on behalf of UPM-Kymmene Oyj.

Place and date: Helsinki, on the 29th of September 1998.

NOTARY PUBLIC

Hans Sevelius

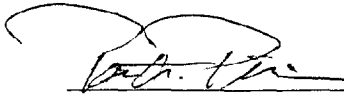
HANS SEVELIUS
Notary Public





Executed by on behalf of
(assignee)

Walkisoft Finland Oy


Pentti Pirinen


Frej Nygård

NOTARIUS PUBLICUS

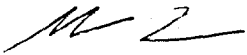
This is to certify that Walkisoft Finland Oy is a juridical person duly organized under the laws of Finland and that

Pentti Pirinen and Frej Nygård

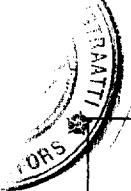
who signed the Deed of Assignment is a lawful representative(s) of the said corporation and duly authorized to sign on behalf of Walkisoft Finland Oy.

Place and date: Helsinki, on the 29th of September 1998.

NOTARY PUBLIC


HANS SEVELIUS
Notary Public





APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Maa:
Land: Suomi
Finland

Tämän yleisen asiakirjan:
Denna allmänna handling:

2. on allekirjoittanut
är undertecknad av Hans Sevelius

3. toimiessaan
i egenskap av julkisena notaarina

4. Siinä oleva leima/sinetti on
är försedd med sigill/stämpel av Helsingin maistraatti

Todistetaan
Intygas

5. Helsingi ssa
i _____
6. 29
den _____ päivänä syys kuuta 1998

7. Peter Oljemark, julkinen notaari

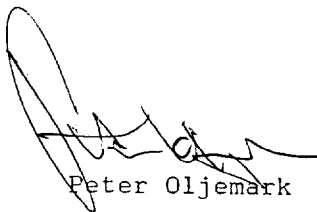
av
8590

8. No
Nr _____

9. Sinetti/leima:
Sigill/stämpel:



10. Allekirjoitus:
Underskrift:


Peter Oljemark

julkinen notaari



For a correct and true copy.

Helsinki 26.10.1998



JUKKA HEIKILÄ
Notary Public