

08-04-1999

HEET

Meo  
8/2/99



TO THE ASSISTANT COMMISSIONER OF:

101108857

attached original documents or copy thereof:

1. Name of conveying party(ies): (If multiple assignors, list numerically)

Noland Paper Company

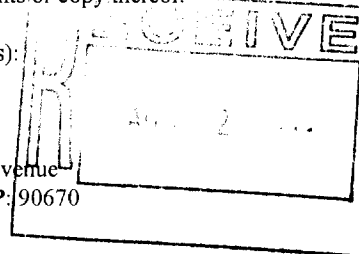
- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State of California
- Other:

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

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

Name: Spicers Paper, Inc.  
Internal Address:  
Street Address: 12301 East Slauson Avenue  
City: Santa Fe Springs State: CA ZIP: 90670

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State of Nevada
- 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) and address(es) attached?  
 Yes  No

3. Nature of conveyance:

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

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) July 28, 1999

4. Application number(s) or registration number(s):

- a. Trademark Application No(s):
- b. Trademark Registration Nos:  
1,914,837 ·  
1,786,131 ·  
1,275,823 ·  
1,643,582 ·  
1,455,246 ·

Additional numbers attached?  Yes  No

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

Name: Steven J. Nataupsky  
KNOBBE, MARTENS, OLSON & BEAR, LLP  
Customer No. 20,995  
Internal Address: Sixteenth Floor  
Street Address: 620 Newport Center Drive  
City: Newport Beach State: CA ZIP: 92660  
Attorney's Docket No.:  
SPICERS.24T/35T/36T/009T/064T/087T

7. Total fee (37 CFR 3.41): \$140

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved: 5

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.

Steven J. Nataupsky  
Name of Person Signing

Signature

July 30, 1999  
Date

08/03/1999 DNGUYEN 00000453 1914837

01 FC:481 40.00 DP  
02 FC:482 100.00 DP

Total number of pages including cover sheet, attachments and document: 5

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

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

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072999

SPICERS.000GEN

**TRADEMARK ASSIGNMENT**

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the first day of September, 1998, by and between Noland Paper, formerly Noland Paper Company, a California corporation having a place of business at 12301 East Slauson, Santa Fe Springs, CA 90670 (hereinafter referred to as "ASSIGNOR"), and Spicers Paper, Inc., a Nevada corporation having a place of business at 12301 E. Slauson Avenue, Santa Fe Springs, CA 90670 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademarks listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademarks") worldwide;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the federal trademark registrations relating to the Trademarks listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Registrations");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Trademarks and Registrations worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks and Registrations worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- 0 the Trademarks set forth in Schedule A;
- 0 the Registrations set forth in Schedule B; and
- 0 any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees;



**SCHEDULES TO TRADEMARK ASSIGNMENT****SCHEDULE A**

Marks: PRECISION  
 ENDEAVOUR  
 ULTRA  
 ENCORE  
 MONZA

**SCHEDULE B****Federal Trademark Registrations:**

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>
PRECISION	1,914,837	08/29/95	16
ENDEAVOUR	1,786,131	08/03/93	16
ULTRA	1,275,823	05/01/84	16
ENCORE	1,643,582	05/07/91	16
MONZA	1,455,246	09/01/87	16

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