Client Code: SPICERS.24T/35T/36T/009 08-04-1999 HEET attached original documents or copy thereof. TO THE ASSISTANT COMMISSIONER OF I 101108857 Name and address of receiving party(ies) Name of conveying party(ies): (If multiple assignors, list numerically) Name: Spicers Paper, Inc. Internal Address: Noland Paper Company Street Address: 12301 East Slauson Avenue () Individual City: Santa Fe Springs State: CA ZIP: 90670 () Association () Individual () General Partnership () Limited Partnership () Association (X) Corporation - State of California () General Partnership () Limited Partnership () Other: (X) Corporation - State of Nevada Additional name(s) of conveying party(ies) attached? () Other: () Yes (X) If assignee is not domiciled in the United States, a domestic representative designation is attached: ( ) Yes (X) No (Designations must be a separate document from Assignment) Additional name(s) and address(es) attached? () Yes (X) Application number(s) or registration number(s): Nature of conveyance: Trademark Application No(s): (X) Assignment a. () Merger Security Agreement b. Trademark Registration Nos: 1,914,837 · () Change of Name 1,786,131 . () Other:

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

1,275,823 -

1,643,582 •

1,455,246 •

Additional numbers attached? ()

(X)

Yes

No

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

Steven J. Nataupsky Name:

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

Total number of applications and registrations involved: 5

Attorney's Docket No.:

SPICERS.24T/35T/36T/009T/064T/087T

- 7. Total fee (37 CFR 3.41): \$140
- (X) Enclosed
  - Authorized to be charged to deposit account 0
- Deposit account number: 11-1410

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

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

08/03/1999 DHGUYEN 00000453 1914837

01 FC:481 02 FC:482

**TRADEMARK** REEL: 001938 FRAME: 0767 Total number of pages including cover sheet, attachments and document: 5

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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> TRADEMARK REEL: 001938 FRAME: 0768

#### 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");

WHERBAS, 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:

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

TRADEMARK BOUREEL: OBUSE FRAMESERS : EZ " IN ( together with the goodwill symbolized by said Trademarks, Registrations, and other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees concurrent with the transfer of certain tangible assets as indicia of said goodwill.

Executed at Santa Fe Springs, California, this 384 day of July 1999.				
Noland Paper, formerly Noland Paper Company a California corporation				
By: Anthony J. Kennedy Vice President, Finance and Administration				
STATE OF California   SS.  COUNTY OF Low Angelies				
On Luly 28 1999 before me, ELISA T. Guson personally appeared Anthony J.				
Kennedy personally known to me (or proved to me on the basis of satisfactory evidence) to be the				
person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he				
executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the				
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.				
WITNESS my hand and official seal.				
[SEAL]  ELISA T. GUISON COMM. #1067854 NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY My Comm. Expires Sep. 8, 1999				

SENT BY:T. KENNEDY ; 7-28-99 ; 9:11AM ; SPICERS PAPER INC.→ 949 760 04042;# 6/ 6

# SCHEDULES TO TRADEMARK ASSIGNMENT

# SCHEDULE A

Marks: PRECISION

ENDEAVOUR

ULTRA

**ENCORE** 

MONZA

### SCHEDULE B

### Federal Trademark Registrations:

MARK	REG. NO.	REG. DATE	INTL. CLASS
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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RECORDED: 08/02/1999