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12-21-1999

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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 Effective Date
Month Day Year

Change of Name

Other Release of Security Agreement

Conveying Party

Mark if additional names of conveying parties attached

Name Fleet Business Credit Corporation

Execution Date 11/5/99

Formerly Sanwa Business Credit Corporation

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

09F23X (4)

Name Plainwell Inc. f/k/a Plainwell Paper Company

DBA/AKA/TA

Composed of

Address (line 1) 1270 Northland Drive, Suite 300

Address (line 2)

Address (line 3) Mendota Heights Minnesota State/Country

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware

TRADEMARK RECEIVED
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 U.S. PATENT AND TRADEMARK OFFICE
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 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.)

01/9572000 DEBATES 00000076 735080

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01 FC:481	40.00 OP
02 FC:482	375.00 OP
03 FC:482	25.00 OP

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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)

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Pages

Enter the total number of pages of the attached conveyance document including any attachments. *See Schedule A attached hereto

#

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)

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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

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

Deposit Account Number:

#

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.

Stephen H. Alpert

11/12/99

Name of Person Signing

Signature

Date Signed

SCHEDULE A

TO

RELEASE OF TRADEMARKS

<u>Mark</u>	<u>Application Number/Filing Date</u>	<u>Registration Number</u>	<u>Date</u>	<u>Renewal Use Date</u>
Best Value United States		735080	July 24, 1962	July 24, 2002
Capri United States		1137859	July 15, 1980	July 15, 2000
Capri United States	75/315035 June 26, 1997			
Co-Ed United States		721015	Sept. 5, 1961	Sept. 5, 2001
Essex United States	74/624840 Jan. 23, 1995	2057945	April 29, 1997	April 29, 2007
Gayety United States		759242	Oct. 29, 1963	Oct. 29, 2003
Holiday Classics United States	74/618152 Jan. 5, 1995			
Kip United States		678457	May 12, 1959	May 12, 1999
Nature's Choice United States	74/062282 May 14, 1990	1964334	March 26, 1996	March 26, 2006
Pert United States		340488	Aug. 20, 1940	Aug. 20, 2000
SNO-E United States		651760	Sept. 17, 1957	Sept. 17, 2007
Ritz United States	74/342873 Dec. 23, 1992			

TRADEMARK

REEL: 002006 FRAME: 0267

Kashmir
United States

1882178

March 7, 1995

Plainwell Matte 75/374055
United States Oct. 16, 1997

Plainwell Gloss 75/373945
United States Oct. 16, 1997

Plainwell Paper 75/366951
United States Oct. 2, 1997

Design Only 75/366924
United States Oct. 2, 1997

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of November 5, 1999 by Fleet Business Credit Corporation (f/k/a Sanwa Business Credit Corporation, as Agent) ("Fleet").

WHEREAS, Fleet and Plainwell Inc. ("Borrower"), entered into that certain Trademark Security Agreement (the "Trademark Security Agreement"), dated as of March 6, 1998;

WHEREAS, the Trademark Security Agreement granted Fleet a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto as security for certain obligations of Borrower to Fleet (the "Obligations");

WHEREAS, Fleet recorded the Trademark Security Agreement on March 16, 1998 at Reel 1700, Frame 0550 in the United States Patent and Trademark Office; and

WHEREAS, Borrower has satisfied all of the Obligations and has requested that Fleet release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Fleet hereby agrees as follows:

Fleet hereby fully releases and terminates its security interests in and liens on:

(a) all of Borrower's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Borrower's business connected with or symbolized by Trademarks; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Borrower against third parties for infringement of the Trademarks or of any license with respect thereto.

Fleet further agrees, at the sole cost and expense of Borrower, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

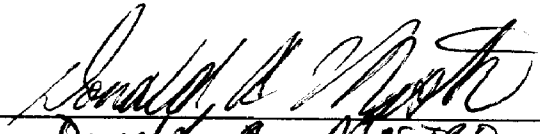
IN WITNESS WHEREOF, Fleet has caused this Release of Trademarks to be duly executed as of the day and year first above written.

FLEET BUSINESS CREDIT CORPORATION,
(f/k/a Sanwa Business Credit Corporation, as
Agent)

By:

Name:

Title



Donald A. MASTRO

VICE PRESIDENT

SCHEDULE A

TO

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| REEL: 002006 FRAME: 0271

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