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05-18-2000

FORM PTO-1594

(Rev. 6-93)



HEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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

Tab settings ⇄ ⇄ ⇄ t

101361047

5849, 5850, 5851

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Shelby Tissue, Inc.

- Individual(s)
- General Partnership
- Corporation-State of Delaware
- Other _____
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: Plainwell Tissue-Memphis, Inc.

Internal Address: _____

Street Address: 1270 Northland Drive, Suite 300

City: Mendota Heights State: MN Zip: 55120

- Individual(s) citizenship _____
- Association _____
- General Partnership
- Limited Partnership
- Corporation - State of Delaware
- 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

3. Nature of conveyance:

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

Execution Date: January 18, 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,058,961 2,159,861 1,813,694

Additional numbers attached? Yes No

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

Name: Terri S. Flynn, Esq.

Internal Address: Reinhart, Boerner, Van Deuren

Norris & Rieselbach, s.c.

P.O. Box 514000

Milwaukee, WI 53203-3400

Street Address: 1000 North Water Street, Ste. 2100

City: Milwaukee State: WI Zip: 53202-0900

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41)..... \$90.00

- Enclosed
- Authorized to be charged to deposit account
- Any Deficiencies in Enclosed Fee should be charged to our Deposit Account.

8. Deposit account number:

18-0882

(Attach duplicate copy of this page if paying by deposit account)

05/17/2000 JSHWBAZZ 00000141 2058961
01 FC:481 40.00 DP
02 FC:482 30.00 DP

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.

Terri S. Flynn
Name of Person Signing

Signature

April 28, 2000
Date

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 & Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT OF TRADEMARKS is dated Jan 18, 2000, by and between SHELBY TISSUE, INC., a Delaware corporation (the "Assignor") and PLAINWELL TISSUE-MEMPHIS, INC., a Delaware corporation (the "Assignee").

RECITALS

A. Purchaser and Seller are parties to an Asset Purchase Agreement dated October 8, 1999, by and among Seller, Purchaser and GENERAL ELECTRIC CAPITAL CORPORATION (the "Purchase Agreement").

B. Pursuant to the Purchase Agreement, the Assignor desires to assign all its right, title and interest in certain trademarks, trademark registrations, and/or applications for trademark registrations listed in Schedule A to this Agreement (collectively, the "Assigned Marks") Assignee, and the Assignee desires to accept such assignment.

AGREEMENTS

In consideration of the recitals and agreements contained herein, the Assignee and Assignor agree as follows:

1. Assignment of Trademarks. The Assignor agrees to assign and hereby assigns and contributes to the Assignee all of Assignor's right, title and interest worldwide in and to the Assigned Marks, along with all of the goodwill associated with the Assigned Marks.

2. Assignment of Accrued Enforcement Rights. The Assignor agrees to assign and hereby assigns and contributes to the Assignee any causes of action for infringement of the Assigned Marks that may have accrued prior to the execution date of this Agreement.

3. Further Assurances. The Assignor shall provide the Assignee, its successors, assigns or other legal representatives, cooperation and assistance at the Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (a) in the preparation and prosecution of any applications for

For ASSIGNEE, PLAINWELL TISSUE-MEMPHIS, INC.:

BY *Jeffrey A. Arnesen*
Its *Assistant Secretary*

State of New York)
: SS
New York County)

On this 18th day of January, 1999, before me appeared Jeffrey A. Arnesen to me personally known, who, being by me duly sworn, did say that he is Assistant Secretary of Plainwell Tissue-Memphis, Inc., and that said instrument was signed on behalf of said corporation by authority of the Board of Directors.

[Seal]

Colin Conner
Notary Public, State of New York
My commission Sept 28, 2000

COLIN O'CONNOR
NOTARY PUBLIC, State of New York
No. 01OC8013881
Qualified in Suffolk County
Commission Expires Sept. 28, 2000

SCHEDULE A

TRADEMARK REGISTRATIONS		
Mark	Country	Registration No.
CELESTE	U.S.	2,058,961
BRITE WHITE	U.S.	2,159,861
DELIGHTFUL	U.S.	1,813,694

MW2039105WJL:LF 03/24/98

TOTAL P.05