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07-19-2000



ET

To the Honorable Commissioner of Patents

101407918

original documents or copy thereof.

1. Name of conveying party(ies):
 CPG Holdings, Inc. *MID 3-10-00*

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

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

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

Name: FiberMark
 Internal Address: _____
 Street Address: 161 Wellington Road, P.O. Box 498
 City: Brattleboro State: VT ZIP: 05302

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State 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 Merger
 Security Agreement Change of Name
 Other _____

Execution Date: August 28, 1996

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
 77,115; 318,529; 528,942; 534,182; 618,249; 728,554;
 763,528; 988,426

Additional numbers attached? Yes No

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41)..... \$ 215.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 12-0605
 (Attach duplicate copy of this page if paying by deposit account)

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

Name: Lawrence E. Laubscher, Jr.
 Internal Address: LAUBSCHER & LAUBSCHER
 Street Address: 1160 Spa Road, Suite 2B
 City: Annapolis State: Maryland ZIP: 21403

07/19/2000 111111 0000043 77115
 01 FC:401 40.00 DP
 02 FC:402 175.00 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.

Lawrence E. Laubscher, Jr., Reg. No. 28,233 *[Signature]* March 8, 2000
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 10

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents and Trademarks
 Box Assignments, Washington, D.C. 20231

State of Delaware
Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"FIBERMARK, INC.", A DELAWARE CORPORATION,
WITH AND INTO "SPECIALTY PAPERBOARD, INC." UNDER THE NAME OF "FIBERMARK, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SIXTH DAY OF MARCH, A.D. 1997, AT 9 O'CLOCK A.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.



Edward J. Freel, Secretary of State

2199444 8100M

971099293

AUTHENTICATION:

8394055

DATE:

03-27-97

MERGER AGREEMENT

Dated as of August 28, 1996

By and Among

SPECIALTY PAPERBOARD, INC.,

CPG ACQUISITION COMPANY,

and

CPG INVESTORS INC.

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SCHEDULES

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Schedule 6.3 Contracts and other Arrangements Restricting
Disclosure
Schedule 7.8 Indebtedness; Security Interests

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(v)

Real Property, the Company and its subsidiaries have adequate rights of ingress and egress for operation of the business of the Company and its subsidiaries in the ordinary course consistent with past practice. None of such buildings, structures or appurtenances, or the operation or maintenance thereof, violates any restrictive covenant or encroaches on any property owned by others, except for such violations, encumbrances or encroachments which would not have a Material Adverse Effect.

§3.9 Intellectual Property. Schedule 3.9 attached hereto sets forth a list of all licenses, patents, trade names, trademarks and service marks (collectively, the "Intellectual Property") owned by the Company and its subsidiaries and/or used in the conduct of its business as presently conducted. The Company knows of no license, patent, trade name, trademark or service mark which is not included within the Intellectual Property and which is necessary for the continued conduct of its business as presently conducted. Except as described on Schedule 3.9, all such Intellectual Property is in full force and effect and neither the Company nor any of its subsidiaries has received written notice of any event, inquiry, investigation or proceeding threatening the rights of the Company or any of its subsidiaries in any such Intellectual Property.

IN WITNESS WHEREOF, each of the Parent, Acquisition and the Company has caused this Agreement to be executed on its behalf by its respective officer thereunto duly authorized, all as of the day and year first above written.

SPECIALTY PAPERBOARD, INC.

By Amy Howard
Name: Amy Howard
Title: President

CPG ACQUISITION COMPANY

By Amy Howard
Name: Amy Howard
Title: President

CPG INVESTORS INC.

By James E. Rogers
Name: James E. Rogers
Title: Chairman

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Schedule A

REGISTERED TRADEMARKS

Registered Trademarks	Country	Registration/ Serial Number	Date	Renewal
CRYSTALLON (stylized)	US	318,529	10/30/74	10/30/94
INDIAN WEAWE EMBOSSHD (stylized)	US	528,942	08/15/90	08/15/2000
JERSEY	US	728,554	03/13/82	03/13/2002
RELIANCE (& Design)	US	77,115	03/08/90	03/08/2000
TUPWITE	US	618,249	12/27/75	12/27/95
VERIGOOD (stylized)	US	534,182	12/05/70	12/05/2000
DRUMHEAD	US	988,426		
PRESSPAK	US	763,528		
PRESSPAK	Canada	(in process)		

UNREGISTERED TRADEMARKS

Mark	Goods
WEATHERPROOF	Bristol papers
DURAPRESS	Offset press packing
THERMOMAT	Heat-formable materials
TORQFLEX	Gasket papers
BRISTOFLEX	Bristol papers
CARBOMAT	Carbon filled technical papers
GRAPHOMAT	Graphite filled technical papers
CUSTOM-FYL	Activated carbon and filter purification products
CERTIFINE	Tympan paper and bristol board