

BILL OF SALE FROM SECURED PARTY
(Personal Property, Trademarks and Service Marks)

KNOW ALL MEN BY THESE PRESENTS, THAT **Thermo Fibertek, Inc.** a Delaware corporation with a place of business in Waltham, Massachusetts (herein "Grantor"), by virtue of and in execution of its rights and remedies as secured creditor pursuant to certain loan documents between **Tree-Free Fiber Co., Limited Liability Company** and **KeyBank National Association** dated July 28, 1997, as amended, which loan documents were assigned by said KeyBank to Grantor by an Assignment of Loan Documents dated May 27, 1998, and an Assignment of Mortgage dated May 27, 1998 recorded in the Kennebec County Registry of Deeds in Book 5639, Page 27, in consideration of One Dollar and other valuable considerations paid by **American Tissue Mills of Maine, LLC**, a Delaware limited liability company with a place of business and address of 135 Engineers Road, Hauppauge, NY 11788 (herein "Grantee"), the receipt whereof is hereby acknowledged, does hereby RELEASE unto the Grantee, the following:

All those goods and articles of Personal Property, Trademarks and Service Marks described on Exhibit A, attached hereto and made a part hereof.

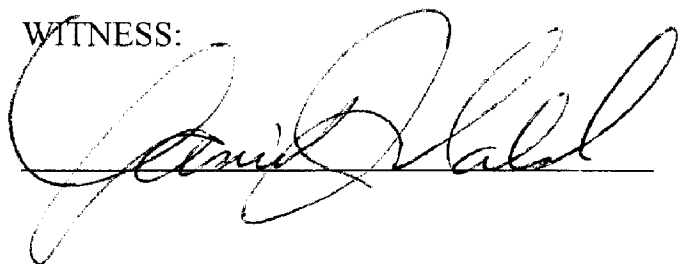
Further reference is made to a Notice of Public Sale of Real and Personal Property of Tree-Free Fiber Co., Limited Liability Company dated March 18, 1998, recorded in the Kennebec County Registry of Deeds in Book 5579, Page 67, and to the Affidavit of Exercise of Power of Sale in Compliance with 14 MRSA, Section 6203-A, et seq, dated July 20, 1998, recorded in said Registry in Book 5678, Page 88. The property herein being conveyed are portions of the "Mill Premises" as set forth in said Affidavit, and the Grantee herein is the assignee of the rights of Thermo Fibertek, Inc., as the winning bidder for the Mill Premises, as set forth and identified in paragraph number 13 of said Affidavit.

TO HAVE AND TO HOLD, all and singular the said goods and chattels to the said Grantee, to its own use and behoof forever.

The within sale is made "as is, where is," without representation or warranty of any kind, either express or implied, including, without limitation, any warranties as to merchantability, amount, habitability, fitness, suitability for any use, or title.

IN WITNESS WHEREOF, it, Thermo Fibertek, Inc., has hereunto caused this instrument to be signed in its name on May 12, 2000.

WITNESS:



Thermo Fibertek, Inc.


By: 
Its *president*

EXHIBIT A TO BILL OF SALE

Personal Property. All machinery, equipment, furniture, fixtures and motor vehicles of Mortgagor, all trade names and all general intangibles as more particularly described as follows, but EXCEPTING AND RESERVING all accounts receivable, deposit accounts and paper inventory (the "Personal Property").

All "Equipment" including any and all of Mortgagor's equipment, machinery, furniture, furnishings, trade fixtures, fixtures, motor vehicles and all other tangible personal property of the Mortgagor (exclusive of Paper Inventory), including spare parts, all whether now owned or hereafter acquired, together with any and all additions and accessions thereto and replacements thereof, as well as all of Mortgagor's right, title and interest in and to any such goods as may be now or hereafter held or used by or other agreements under which Mortgagor is or may become entitled to the use and possession thereof, and all other property constituting "equipment" as such term is defined in the Maine Uniform Commercial Code.

All General Intangibles" including any and all of Mortgagor's general intangibles, including, without limitation, all tax refunds of every kind and nature to which Mortgagor is now or hereafter may become entitled, all other refunds, goodwill, trade secrets, computer programs, customer lists, trade names, copyrights, trademarks, patents, uncertificated securities, choses in action (exclusive of accounts receivable), all rights of stoppage in transit, replevin and reclamation, all indemnity agreements, guaranties, insurance policies, other contractual rights of whatever kind or nature, and all other property constituting "general intangibles" as such term is defined in the Maine Uniform Commercial Code.

TOGETHER WITH:

- (a) that certain equipment installation, acquisition and renovation agreements relating to the renovations and construction of the improvements to Mortgagor's paper manufacturing facility located in Augusta, Maine;
- (b) that certain agreements with AEI and Neill & Gunter respectively (collectively the "Engineer"), pursuant to which the Engineer has agreed to perform engineering services required in connection with the design and construction of the equipment;
- (c) all contracts and subcontracts, together with any and all extensions, modifications, amendments and renewals thereof, which are entered into by Mortgagor in connection with the acquisition of the equipment and performance of the work or the supply of labor, services or materials required for the installation of the equipment;
- (d) all guarantees, warranties and other undertakings, whether written, oral or statutory, covering the quality or performance of the work or the quality of the

materials required by contracts and subcontracts, together with any claims which may be asserted thereunder;

- (e) all building permits, governmental permits, licenses, consents, approvals and authorizations now or hereafter granted or issued, and all tradenames, trademarks and logos used, in connection with the construction, development or operation of the paper mill;
- (f) all plans, specifications, drawings, surveys, renderings and models prepared for the construction of the Improvements in existence from time to time, together with all revisions and modifications thereof and all sketches and notes related thereto;
- (g) all approvals and tax credits and all products, proceeds, accounts, and general intangibles relating to, arising out of or constituting products and proceeds of the foregoing.

TOGETHER WITH:

Mortgagor's entire right title and interest in and to the following Trademarks and Service Marks:

| State/Registration | Registration | | |
|---------------------------|---------------------|-------------|-----------|
| Mark | No. | Date | |
| BOUDOIR | Federal/909,134 | 3/2/71 | 1632/0462 |
| DOESKIN | Federal/651,754 | 9/17/57 | 1646/0545 |
| MISC. DESIGN | Federal/619,955 | 1/24/56 | 1616/0446 |
| FOREVER GREEN | Federal/1,690,796 | 6/2/92 | 1616/0452 |
| JUMBO ROL | Federal/1,361,220 | 9/17/85 | 1616/0459 |
| LYDIA GREY | Federal/1,830,370 | 4/12/94 | 1632/0269 |
| ONLIWON | Federal/1,826,312 | 3/15/94 | 1616/0439 |
| RED CROSS & DESIGN | Federal/82,193 | 6/13/11 | 1616/0425 |
| STATLER | Federal/513,710 | 8/16/49 | 1616/0411 |
| STATLER TISSUE & DESIGN | Federal/1,697,603 | 6/30/92 | 1616/0481 |
| S & DESIGN | Federal/879,968 | 11/4/69 | 1632/0406 |

| | | | |
|-------------|-------------------|---------|-----------|
| TOPAZ | Federal/626,982 | 5/15/56 | 1616/0432 |
| TREE-FREE | Federal/1,680,372 | 3/24/92 | 1616/0337 |
| DESIGN ONLY | Federal/1,691,487 | 6/9/92 | 1632/0335 |

including without limitation all proceeds thereof (such as by way of example, license, royalties and proceeds of infringement suits), right to sue for past present and future infringements, all rights and general intangibles corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations in part thereof (collectively the "Marks").

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