

FORM PTO-1618A  
Expires 08/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

### 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  Change of Name
  - Other \_\_\_\_\_
- Effective Date  
Month Day Year  
\_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Name Fort James. S.A.R.L.

Execution Date  
Month Day Year  
11222000

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Luxembourg

#### Receiving Party

Mark if additional names of receiving parties attached

Name Fort James Corporation

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 1650 Lake Cook Road

Address (line 2) \_\_\_\_\_

Address (line 3) Deerfield IL 60015  
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  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)
- Corporation  Association
- Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Virginia

#### FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0661-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

**TRADEMARK**

700003102

REEL: 002154 FRAME: 0335

FORM PTO-1618B  
Expires 06/30/99  
OMB 0891-0027

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

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)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**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)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1837856"/>	<input type="text" value="1852137"/>	<input type="text" value="1861566"/>
<input type="text" value="2133590"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**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.

Mary Eckert

Name of Person Signing



Signature

November 30, 2000

Date Signed

**THIS TRADEMARK ASSIGNMENT AGREEMENT** is made on November 1, 2000, by and

**BETWEEN :**

- (1) FORT JAMES S.A.R.L., a company incorporated under the laws of The Grand Duchy of Luxembourg with registered office at 3, Boulevard Royal, Luxembourg, Luxembourg L-2449 (the "Assignor")
- (2) FORT JAMES CORPORATION, a company incorporated under the laws of Virginia with registered office at 1650 Lake Cook Road, Deerfield, Illinois 60015, U. S. A. (the "Assignee").

**WHEREAS**

The Assignor is willing to assign to the Assignee certain trademarks owned by the Assignor on the following terms and conditions.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants contained herein the parties **HEREBY AGREE** as follows :

**1. ASSIGNMENT**

The Assignor **HEREBY ASSIGNS** to the Assignee all its right, title and interest in :

- (a) the trademark registrations, particulars of which are set out in Schedule 1 hereto (hereinafter the "Trademarks") ; and
- (b) the right to sue for past infringement of the Trademarks and to claim and retain any damages or other relief in respect of said infringements.

**2. CONSIDERATION**

For good and valuable consideration, equal to 1 Euro, the receipt and sufficiency of which are hereby acknowledged, Assignor has agreed to sell and has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over unto Assignee and its successors and assigns Assignor's entire right, title and interest in and to said trademarks, the goodwill and the registrations, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, successors, assigns and legal representatives, for the full extent of the life of said trademarks and the term of the registrations to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment not been made.

### **3. REPRESENTATIONS AND WARRANTIES**

The Assignor hereby represents and warrants to the Assignee that (i) the Assignor is fully authorized to carry out this assignment, (ii) the Trademarks and related rights are duly recorded with the U.S.A. Patent Office, (iii) there is no claim, lawsuit, action or court proceeding pending or threatened in connection with the Trademarks or the use thereof, and (iv) so far as the Assignor is aware, the use of the Trademarks does not infringe on the right of a third party.

### **4. INDEMNIFICATION**

The Assignor shall indemnify, defend and hold the Assignee harmless from and against any and all liability, loss, damage, cost or expense (including reasonable attorneys' fees) incurred as a result of a breach by the Assignor of any of its representations, warranties or obligations hereunder or relating to claims of third parties arising from the Assignor's prior use of the Trademarks.

### **5. GENERAL PROVISIONS**

#### **5.1 Further Assurance**

The Assignor hereby agrees with the Assignee that the Assignor will at the expense of the Assignee execute, sign and do all such instruments, applications, documents, acts and things as may reasonably be required by the Assignee to enable the Assignee to enjoy the full benefit of the property and rights hereby assigned.

#### **5.2 Implementation of Agreement**

The Assignor shall assist the Assignee in the registration of this assignment of the Trademarks.

#### **5.3 Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the Laws of The Grand Duchy of Luxembourg and the parties hereby submit to the exclusive jurisdiction of the Courts of Luxembourg.

#### **5.4 Notices**

All notices, demands and requests under this Agreement shall be in writing and personally delivered or sent by registered post and fax, to the following addresses (or to such other address as a party may designate by

notice hereunder) in which case they shall be effective 3 days from the date of posting if posted or immediately if sent by fax:

(a) If to the Assignee:

Fort James Corporation  
1650 Lake Cook Road  
Deerfield, IL 60015  
United States of America  
Attn: General Counsel

(b) If to the Assignor:

Fort James S.a.r.l.  
3, Boulevard Royal  
Luxembourg, Luxembourg L-2449  
Attn: General Manager

#### 5.5 Entire Agreement

The terms and provisions of this Agreement constitute the entire agreement between the parties with respect to the matters described herein and supercede all previous communications, negotiations, proposals, representations, conditions, warranties or agreements, whether written or oral, or express or implied, relating thereto.

#### 5.6 Severability

Any provisions of this Agreement held to be invalid, illegal or unenforceable by any judicial or other competent authority shall be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof.

#### 5.7 Amendment


No waiver, amendment or modification of any provisions of this Agreement shall be valid and effective unless it is in writing signed by both parties.

#### 5.8 Counterparts

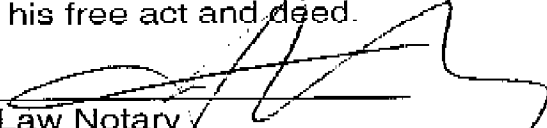
This Agreement shall be executed in duplicate in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS whereof, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

**FORT JAMES S.A.R.L.**

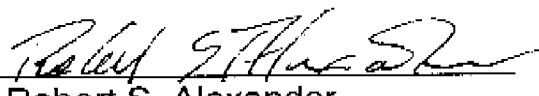
By:   
Jaap Everwijn  
General Manager  
  
\_\_\_\_\_  
\_\_\_\_\_ )

On this 12<sup>th</sup> day of November, 2000, before me personally appeared Jaap Everwijn, to me known to be the General Manager of Fort James S.a.r.l., a Luxembourg corporation, on whose behalf he executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

  
Civil Law Notary  
My commission expires November 20, 2010

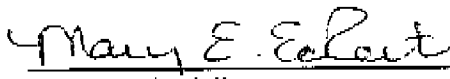


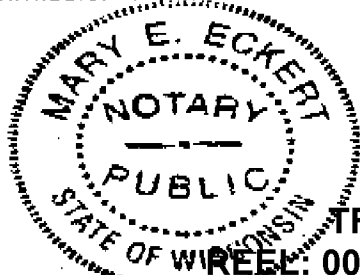
**FORT JAMES CORPORATION**

By:   
Robert S. Alexander  
Vice President, Associate General  
and Chief Patent Counsel

State of Wisconsin )  
County of Winnebago )

On this 30<sup>th</sup> day of November, 2000, before me personally appeared Robert S. Alexander, to me known to be the Vice President, Associate General and Chief Patent Counsel of Fort James Corporation, a Virginia corporation, on whose behalf he executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

  
Notary Public  
My commission expires: October 14, 2001



**SCHEDULE 1**  
**TRADEMARK REGISTRATIONS**

U. S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
LOTUS	1,837,856	05/31/1994
LOTUS	1,852,137	09/06/1994
LOTUS	1,861,566	11/08/1994
LOTUS and Design	2,133,590	02/03/1998

CERTIFICATE OF TRANSMISSION UNDER 37 CFR 1.8

I hereby certify that this correspondence requesting the recordal of the assignment form Fort James S.A.R.L. to Fort James Corporation against 4 trademark registrations, including the Trademark Recordation Form cover Sheet (2 pages) and the Assignment document (5 pages), is being facsimile transmitted to the Patent and Trademark Office on November 30, 2000.

  
Mary Eckert





*Mary Eckert  
 Corporate Legal Department  
 Neenah Technical Center*

*Fort James Corporation  
 P.O. Box 899  
 Neenah, WI 54957-0899*

*telephone 920.729.8540  
 facsimile 920.729.8357*

**PLEASE DELIVER THE FOLLOWING PAGES TO:**

<b>Date:</b> November 30, 2000	<b>PATENT AND TRADEMARK ASSIGNMENT SYSTEM</b>
	<b>Fax No.:</b> (703) 306-5995
<b>Comments:</b>	

**Number of pages including this sheet:   9**

**If you do not receive all the pages or if they are not clear, please call Katy Mathes at 920-729-8917**

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