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*Handwritten:* 12.22.00

**Conveyance Type**

Assignment  License  
 Security Agreement  
 Merger  
 Change of Name  
 Other \_\_\_\_\_  
Effective Date  
Month Day Year  
DEC 22 October 12, 2000

**Conveying Party**

\_\_\_\_ Mark if additional names of conveying parties attached

Name Scott Paper Limited

Individual  General Partnership  Limited Partnership  Corporation  
 Association  Other  
 Citizenship/State of Incorporation/Organization Canada

**Receiving Party**

\_\_\_\_ Mark if additional names of receiving parties attached

Name Paper Partners LLC

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

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

Address (line 1) 528 NW 77th Street

Address (line 2) Boca Raton, Florida 33487

Address (line 3) \_\_\_\_\_

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  
 Corporation  Association  
 Other Limited liability company

Citizenship/State of Incorporation/Organization Delaware

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**TRADEMARK**  
**REEL: 2212 FRAME: 0955**

**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 (202) 467-7977

Name Travis P. Boozer.

Address (line 1) Morgan, Lewis & Bockius LLP

Address (line 2) 1800 M Street, N.W.

Address (line 3) Washington, D.C. 20036-5869

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

# 2

**Trademark Application Number(s) or Registration Number(s)**

**Trademark Application Number(s)**

76/052,086

**Registration Number(s)**

2,070,125

**Number of Properties** Enter the total number of properties involved. # 2

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$ 65.00

Method of Payment: Enclosed \_\_\_\_\_ Deposit Account X \_\_\_\_\_

(Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: 13-4520

Authorization to charge additional fees: Yes X 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.*

Travis P. Boozer  
Name of Person Signing

Travis P. Boozer  
Signature

December 22, 2000  
Date Signed

**Exhibit 1: MEMORANDUM OF CONFIRMATION**

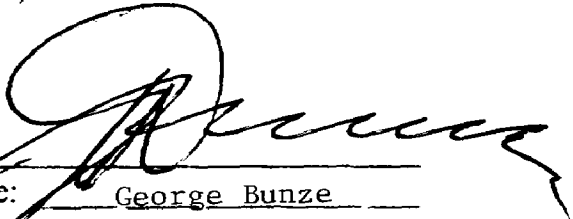
WHEREAS, Scott Paper Limited, a corporation organized under the laws of Canada ("Grantor") is the owner of the marks listed on **Appendix A** attached hereto and made a part hereof, which are registered or covered by pending applications for registration in the United States Patent and Trademark Office and/or foreign trademark offices, and the goodwill associated with those marks (the "Assets"); and

WHEREAS, Paper Partners LLC ("Grantee"), a limited liability company organized under the laws of the state of Delaware, has a place of business at 528 NW 77th Street, Boca Raton, Florida 33487, transferred the Assets to Grantor in exchange for payments that extend over time pursuant the parties' Trademark Agreement of even date herewith;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Trademarks Security Agreement, of even date herewith, between Grantor and Grantee, a first priority, continuing security interest in all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith. The parties acknowledge that the terms of the Trademarks Security Agreement are incorporated into this Memorandum by reference.

IN WITNESS WHEREOF, the undersigned has caused this Trademarks Assignment to be executed as of the 12th day of October, 2000.

SCOTT PAPER LIMITED

By:   
Name: George Bunze  
Title: Director

Witness: \_\_\_\_\_

COUNTY OF \_\_\_\_\_,

STATE OF NEW YORK.

On the \_\_\_ day of \_\_\_\_\_ in the year \_\_\_ before me, the undersigned, a notary public in and for said State, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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**Appendix A**

(Trademarks and Applications/Registrations Covered by the Granted Security Interest)

Mark	Reg. No./Ser. No.	Goods
WHITE CLOUD	S.N. 76/052,086	"Paper towels, paper napkins, and facial tissues"
WHITE CLOUD	R.N. 2,070,125	"Tissue paper, paper bathroom tissue"

1. 4/14/2000 (10/1/01 Version changed month to October in the document and changed footer number)

*Handwritten initials and date*  
10/2

RECORDED: 12/22/2000

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