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To the Honorable Commissioner of Patent, \_\_\_\_\_ed original documents or copy thereof.

1. Name of conveying party(ies):  
 Paper Partners LLC  
 5200 Town Center Circle  
 Suite 525  
 Boca Raton, Florida 33486

Individual(s)                       Association  
 General Partnership               Partnership  
 Corporation-  
 Other -- A Delaware Limited Liability Company

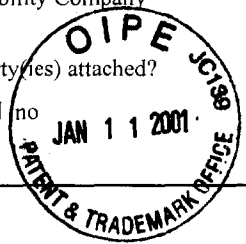
Additional name(s) of conveying party(ies) attached?  
 yes                       no

2. Name and address of receiving party(ies)?  
 Scott Paper Limited  
 125-1900 Minnesota Court  
 Mississauga, Ontario  
 L5N 3C9 Canada

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-CANADA  
 Other

Additional name(s) & address(es) attached?  
 yes                       no

Appointment of Domestic Representative attached?  
 yes                       no



3. Nature of Conveyance:

Assignment                       Merger  
 Security Agreement               Change of Names  
 Other \_\_\_\_\_

Execution Date: October 12, 2000

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

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s) 76/052,086	B. Trademark Registration No.(s) 2,070,125
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Additional numbers attached?  Yes                       No

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

Kevin G. Smith, Esq.  
 SUGHRUE, MION, ZINN, MACPEAK & SEAS, PLLC  
 2100 Pennsylvania Avenue, N.W.  
 Suite 800  
 Washington, D.C. 20037-3213

6. Total number of applications and registrations involved:  
2

7. Total Fee (37 CFR 3.41): \$ 65.00  
 Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No. 19-4880.  
 Authorized to be charged to Deposit Account

8. Deposit Account No. 19-4880  
 (Attach dupl. copy of this page if paying by Deposit Account)

DO NOT WRITE IN 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.

*Kevin G. Smith*  
 \_\_\_\_\_  
 Kevin G. Smith

January 11, 2001  
 \_\_\_\_\_  
 Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET, ATTACHMENTS AND DOCUMENT: 4

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

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Mail documents to be recorded with required cover sheet information to:

01/18/2001 DNGUYEN 00000253 75052086

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

01 FC:481 40.00 DP  
02 FC:482 25.00 DP

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**APPLICANT:** Scott Paper Limited

<u>Trademark</u>	<u>Reg./Appln. No.</u>	<u>Goods</u>
WHITE CLOUD	2,070,125	tissue paper, paper bathroom tissue
WHITE CLOUD	R.N. 76/052,086	paper towels, paper napkins, paper facial tissue

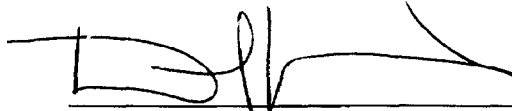
Assistant Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, Virginia 22202-3513

Sir:

**APPOINTMENT OF DOMESTIC REPRESENTATIVE**

KEVIN SMITH, of the law firm of Sughrue, Mion, Zimm, Macpeak & Seas, PLLC, 2100 Pennsylvania Avenue, N.W., Suite 800, Washington, DC, USA 20037-3213, Telephone Number (202) 293-7060, is designated as domestic representative upon whom may be served notices or process in proceedings affecting the above-identified application.

**SCOTT PAPER LIMITED**



Name: ~~John McClelland~~ DONALD CAYOUEITE  
Title: President

Date: Nov. 27, 2000

**SCHEDULE F: Assignment (for Recording Purposes)**

**Memorandum of Assignment**

**Paper Partners LLC ("PPL")**, a Delaware limited liability company, executes this Memorandum of Assignment on ~~September 12~~ <sup>October</sup> 2000 in favor of **Scott Paper Limited ("SPL")**, a Canadian corporation.

**Introduction**

A. PPL owned the trademarks listed on Exhibit F (the "Assigned Marks"), the registrations and applications for registration for the Assigned Marks, and any goodwill of the business associated with the Assigned Marks (collectively the "Assets").

B. Pursuant to the Trademark Agreement that the parties executed today, PPL assigned all of its interest in the Assets to SPL as the successor to certain portions of PPL's business (subject to the terms of that Trademark Agreement).

C. The parties now desire to confirm PPL's assignment to SPL of the Assets for recording purposes.

**Confirmation**

For good and valuable consideration, the receipt and adequacy PPL acknowledges, PPL confirms that it has assigned to SPL all of its right, title and interest in the Assets, including the goodwill of PPL's business in connection with the Assigned Marks, subject to the terms of the parties' Trademark Agreement.

Confirmed:

**PAPER PARTNERS LLC**

By: 

Title: Manager

Acknowledged:

**SCOTT PAPER LIMITED**

By: 

Title: Director

**EXHIBIT F**

**United States of America**

<u>Trademark</u>	<u>Reg./Ser. No.</u>	<u>Goods</u>
WHITE CLOUD	S.N. 2,070,125	tissue paper, paper bathroom tissue
WHITE CLOUD	R.N. 76/052,086	paper towels, paper napkins, paper facial tissue

1 WPT1476335 6 10/11/00 Version (changed month to October in one document and changed footer number)

