

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94) Tab settings ⇒	<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office 6182
---------------------------------------------------------------------------------	---------------------------------------------------------------	--------------------------------------------------------------------

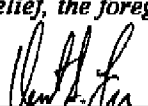
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<b>1. Name of conveying party(ies):</b> Plainwell, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State of Delaware <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> Name: <u>Cascades Tissue Group-Wisconsin, Inc.</u> Internal Address: _____ Street Address: <u>c/o Perkins Papers Ltd.</u> <u>77 Boulevard Marie-Victorin, Candiac, Quebec J5R 1 C3</u> City: _____ State: _____ Zip: _____ <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - <u>Delaware</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>
<b>3. Nature of conveyance:</b> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>September 11, 2001</u>	

<b>4. Application number(s) or patent number(s):</b> A. Trademark Application No.(s)  B. Trademark Registration No.(s) <u>0706968</u> Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Kent A. Lee, Esq.</u> <u>c/o Reinhart Boerner Van Deuren s.c.</u> Internal Address: <u>Suite 2100</u>  Street Address: <u>1000 North Water Street</u> City: <u>Milwaukee</u> State: <u>WI</u> Zip: <u>53202</u>	<b>6. Total number of applications and registrations involved:</b> ..... 1  <b>7. Total fee (37 CFR 3.41)..... \$40.00</b> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Any Deficiencies in Enclosed Fee should be charged to our Deposit Account.  <b>8. Deposit account number:</b> <u>18-0882</u> <small>(Attach duplicate copy of this page if paying by deposit account)</small>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**DO NOT USE THIS SPACE**

<b>9. Statement and signature.</b> <i>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.</i>		
<u>Kent A. Lee</u> Name of Person Signing	 Signature	<u>May 13, 2002</u> Date
Total number of pages including cover sheet, attachments, and document: [10]		

859497

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

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

In re applications/registrations of :	)	
Cascades Tissue Group-	)	
Wisconsin, Inc.	)	
Mark :	)	Attorney Docket No. 6718
See Exhibit A	)	
Reg./App. No:	)	
See Exhibit A	)	
Filed:	)	
See Exhibit A	)	
Registered:	)	
See Exhibit A	)	

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

**REVOCATION OF PRIOR POWER OF ATTORNEY  
AND APPOINTMENT OF NEW ATTORNEYS**

Sir/Madam:

Applicant, Cascades Tissue Group-Wisconsin, Inc., hereby revokes all prior powers of attorney granted with respect to the above-referenced applications/registrations, and appoints Daniel E. Kattman, Leslie S. Miller, Rodney D. DeKruif, Kent A. Lee, and all other attorneys practicing for the firm of Reinhart Boerner Van Deuren s.c., attorneys-at-law, as attorneys in this case and grants thereto all powers of attorney to transact all business in the United States Patent and Trademark Office and before the Trademark Trial and Appeal Board in connection with the application, and to receive all correspondence therefrom.

Please address correspondence in this case to: Daniel E. Kattman, 1000 North Water Street, Suite 2100, Milwaukee, Wisconsin 53202.

Respectfully submitted,

Cascades Tissue Group-Wisconsin, Inc.

BY: J. Pinsonneault  
    Jacelyne Pinsonneault  
    Vice President, marketing

DATE: 15 June, 2002

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 11<sup>th</sup> day of September, 2001 by and between PLAINWELL INC., a Delaware corporation, with its principal place of business at 1200 Forest Street, Eau Claire, Wisconsin 54703 (hereinafter "Assignor"), and CASCADES TISSUE GROUP-WISCONSIN INC., a Delaware corporation, having a principal place of business at c/o Perkins Papers Ltd., 77 Boulevard Marie-Victorin, Candiac, Quebec J5R 1 C3 (hereinafter "Assignee").

**WHEREAS**, pursuant to that certain Asset Purchase Agreement dated as of the 12th day of July, 2001 (as amended, restated or modified from time to time, the "Purchase Agreement"), by and among, Assignor, Assignee's parent PERKINS ACQUISITION CORP, and PLAINWELL HOLDING COMPANY, a Delaware corporation, Assignor has agreed to assign and Assignee has agreed to acquire (a) those United States trademark applications and registrations identified and set forth on Schedule A; (b) those foreign trademark applications and registrations identified and set forth on Schedule B (the foregoing collectively referred to herein as the "Marks"); and (c) the goodwill of the business associated with the Marks; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used, for the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the

United States or any foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment.

In the event of any conflict between a provision hereof and a provision of the Purchase Agreement, the provision of the Purchase Agreement shall prevail.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

\* \* \* \*

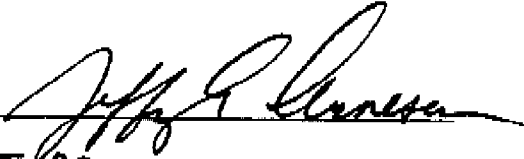
IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this

Assignment to be signed and executed by the undersigned officers thereunto duly authorized this

11<sup>th</sup> day of September, 2001.

PLAINWELL INC.

CASCADES TISSUE GROUP-WISCONSIN  
INC.

By: 

By: \_\_\_\_\_

Name: Jeffrey A. Amesen

Name: \_\_\_\_\_

Title: Chief Financial Officer,  
Vice President and Secretary

Title: \_\_\_\_\_

STATE OF *New York* )  
COUNTY OF *New York* ) ss.:

On this 11<sup>th</sup> day of September 2001, there appeared before me  
*Jeffrey A. Anderson*, personally known to me, who acknowledged that he signed the  
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of  
\_\_\_\_\_.

MARY WEBER  
Notary Public, State of New York  
No. 01WE6026504  
Qualified in Suffolk County  
Commission Expires June 14, 2003

*Mary Weber*  
Notary Public

STATE OF )  
COUNTY OF ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_ 2001, there appeared before me  
\_\_\_\_\_, personally known to me, who acknowledged that he signed the  
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of  
\_\_\_\_\_.

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

**IN TESTIMONY WHEREOF**, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 17th day of September, 2001.

PLAINWELL INC.

CASCADES TISSUE GROUP-WISCONSIN INC.

By: \_\_\_\_\_

By: Suzanne Blanchet

Name: \_\_\_\_\_

Name: Suzanne Blanchet

Title: \_\_\_\_\_

Title: President and Chief Executive Officer

STATE OF )  
COUNTY OF ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_ 2001, there appeared before me \_\_\_\_\_, personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of \_\_\_\_\_.

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

*Campden*  
~~STATE OF~~ Province of Quebec  
~~COUNTY OF~~ District of Jonquiere ss.:

On this 28th day of September 2001, there appeared before me Suzanne Blanchet, personally known to me, who acknowledged that she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Cascade Tissue Corp - Wisconsin Inc.



Caroline Rousseau  
Commissioner for Oaths  
Caroline Rousseau  
151 446



**Schedule A****U.S. TRADEMARKS**

<b><u>Mark</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
BEST VALUE	753,080	7/24/62
CAPRI	1,137,859	7/15/80
CO-ED	721,015	9/5/63
ESSEX	2,057,945	4/29/97
GAYETY	759,242	10/29/63
NATURE'S CHOICE	1,964,334	3/26/96
PERT	340,488	8/20/40
PERT (WORD ONLY)	2,455,526	5/29/01
PLAINWELL TISSUE	2,297,122	11/30/99
RITZ	2,304,385	12/28/99
SNO-E	651,760	9/17/57
HOLIDAY CLASSICS	2,151,103	4/14/98
TEDDY BEAR	706,968	11/8/60

**U.S. TRADEMARK APPLICATIONS**

<b><u>Trademark App.</u></b>	<b><u>App. No.</u></b>	<b><u>Date Filed</u></b>
BETTER WAY	78/102,183	6/12/00
BETTER WAY	75/915,533	2/02/00
CAPRI (INTENT TO USE)	75/315,035	6/26/97
RITZ (INTENT TO USE)	75/799,617	9/15/99
CAPRI (INTENT TO USE)	75/315,035	6/26/97
HEARTFELT	75/915,532	2/02/00
HEARTFELT	78/012,180	6/12/00

**Schedule B****FOREIGN TRADEMARKS**

<b><u>Trademark</u></b>	<b><u>Country</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
GAYETY	Canada	433917	4/29/97
LEAF DESIGN	Canada	TMA540,347	1/26/01
PERT	Mexico	446537	11/16/93
PLAINWELL TISSUE	Mexico	608202	12/10/98
CAPRI	Mexico	525,179	7/5/96
GAYETY	Mexico	0448001	
RITZ	Mexico	560,800	09/06/97

**FOREIGN TRADEMARK APPLICATIONS**

<b><u>Trademark App.</u></b>	<b><u>Country</u></b>	<b><u>File No.</u></b>	<b><u>Date Filed</u></b>
Ritz	Canada	728,856	5/13/93

**EXHIBIT A****TRADEMARK REGISTRATIONS**

<b>REG. NO.</b>	<b>TRADEMARK</b>	<b>REGISTRATION DATE</b>
753,080	BEST VALUE	07/24/62
1,137,859	CAPRI	07/15/80
2,057,945	ESSEX	04/29/97
759,242	GAYETY	10/29/63
1,964,334	NATURE'S CHOICE	03/26/96
340,488	PERT	08/20/40
2,455,526	PERT (WORD ONLY)	05/29/01
2,297,122	PLAINWELL TISSUE	11/30/99
2,304,385	RITZ	12/28/99
651,760	SNO-E	07/17/57
2,151,103	HOLIDAY CLASSICS	04/14/98
706,968	TEDDY BEAR	11/08/60

**TRADEMARK APPLICATIONS**

<b>APP. NO.</b>	<b>TRADEMARK</b>	<b>FILING DATE</b>
78/102,183	BETTER WAY	06/12/00
75/915,533	BETTER WAY	02/02/00
75/315,035	CAPRI (INTENT TO USE)	06/26/97
75/799,617	RITZ (INTENT TO USE)	09/15/99
75/915,532	HEARTFELT	02/02/00