

3 ONLY

Tab settings

11-06-2002

To the Honorable Commission

1. Name of conveying party(ies):

Stora Kopparbergs
S-791 80
Falun, Sweden



102273202

FINANCE SECTION

- Individual(s)
- General Partnership
- Corporation-State Sweden
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

10-24-02

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 29, 2002

Send the attached original documents or copy thereof.
Name and address of receiving party(ies):

Name: Stora Enso North America Corp.

Internal Address:

Street Address: 510 High Street

City: Wisconsin Rapids State: IL ZIP: 54495

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

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

78/050,314

B. Trademark registration No.(s)

Additional numbers attached? Yes No

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

Name: Pyle & Piontek

Internal Address:

Street Address: 221 North LaSalle Street

Suite 850

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):..... \$

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

10 1324

(Attach duplicate copy of this page if paying by deposit account!)

DO NOT USE THIS SPACE

11/06/2002 JJALLAH2 00000007 101324 78050314

01 FC:8521 40.00 CH

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.

Michael Piontek

Name of Person Signing

Michael Piontek

Signature

October 23, 2002

Date

Total number of pages comprising cover sheet 1

TRADEMARK SALE AGREEMENT AND LICENSE

THIS AGREEMENT effective _____, is made by and between Stora Enso AB (hereinafter "SE"), a corporation under the laws of Sweden and having a place of business at S-791 80 Falun, SWEDEN, and Stora Enso North America Corp. (hereinafter "SENA"), a Wisconsin corporation having a place of business at 510 High Street, Wisconsin Rapids, WI 54495 U.S.A.:

WHEREAS, SE is the owner of the trademark MULTIART in Europe and elsewhere for paper and is commonly owned by the same parent corporation, Stora Enso Oyj, as SENA; and

WHEREAS, SENA has used MULTIART as a trademark in association with paper, and has applied for a Canadian trademark registration, Application No. 1093387.

WHEREAS, SE and SENA desire to transfer and consolidate title in and to the MULTIART trademark and the goodwill of the business associated therewith, including said Canadian application, in SE with a non-exclusive license back to SENA to use the MULTIART trademark.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. SENA does hereby assign, transfer and convey to SE all of its rights, title and interest in the trademark MULTIART and said Canadian Application No. 1093387 for use in connection with paper, including the goodwill associated therewith including any causes of action SENA has or may have in the past, present or future against others. SENA acknowledges that SE owns all right, title and interest in and to the trademark MULTIART and SENA shall do nothing inconsistent with such ownership. SENA shall not, at any time, contest, or assist others in contesting, the title of SE to the trademark MULTIART or the validity of the trademark MULTIART. SENA shall assist SE in recording the accompanying Trademark Assignment with appropriate government authorities.

2. SENA agrees to use the MULTIART trademark only as a non-exclusive licensee of SE. In operating under the non-exclusive license, SENA shall use the mark MULTIART on goods and in connection with services that meet the approval of SE. At all times SENA shall keep SE informed of the usage of the mark MULTIART, and in no event shall MULTIART be used in a manner objected to by SE. All use of the trademark by SENA shall have the same effect as use by SE. Use in this manner and with the approval of SE shall be without payment of any kind by SENA or SE.

3. SENA represents and warrants that to the best of its knowledge, it is not subject to any agreement or obligation which would prevent it from entering into or performing this Agreement or the terms of which would violate the terms of this Agreement.

4. Within twenty (20) days of the execution of this Agreement, SENA will pay SE the sum of one thousand Canadian dollars (\$1,000) as full and complete consideration due SE under this Agreement.

5. SE shall have the right to terminate this non-exclusive license to SENA for MULTIART (except for those provisions which by their nature survive termination), upon the occurrence of any of the following events, such termination to be effective immediately upon the receipt or deemed receipt by SENA of notice to that effect:

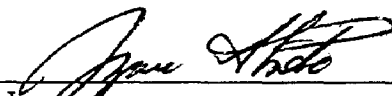
- a) SENA is in default of any of the provisions, terms, or conditions herein contained and shall fail to remedy such default within 30 days of written notice thereof from SE;
- b) SENA becomes bankrupt or insolvent (as such terms are defined by the Bankruptcy and Insolvency Act (Canada)), makes an assignment for the benefit of its creditors or attempts to avail itself of any applicable statute relating to insolvent debtors;
- c) if SENA winds-up, dissolves, liquidates or takes steps to do so or otherwise ceases to function as a going concern or is prevented from reasonably performing its duties hereunder, or
- d) if a receiver or other custodian (interim or permanent) of any of the assets of SENA is appointed by private instrument or by court order or if any execution or other similar process of any court becomes enforceable against SENA or its assets or if distress is made against SENA's assets or any part thereof, and
- e) if SENA and SE are no longer commonly owned or controlled.

6. Each of the parties to this Agreement agrees that its rights and duties under this Agreement respectively shall accrue to the benefit of, and be binding upon, its successors in interest, its assigns and its licensees.


7. This Agreement and the accompanying Trademark Assignment document constitutes the entire understanding between the parties regarding their rights in and to MULTIART superseding all prior or contemporaneous communications, agreements and understandings between the parties related hereto. No modification of this Agreement or the accompanying Trademark Assignment shall be effective unless written and signed by both parties.

8. The provisions of this Agreement are divisible. If any provisions of this Agreement, or portion thereof, shall be held by any Court of competent jurisdiction to be invalid or unenforceable, then such provision thereof shall be stricken from the Agreement without affecting the remainder of this Agreement.

STORA ENSO AB
a corporation formed under the laws of Sweden

Date: June 30, 2002 By: 
Name: Jan Arde
Title: President

STORA ENSO NORTH AMERICA CORP.
a corporation formed under the laws of Wisconsin, U.S.A.

Date: August 29, 2002 By: 
Name: CARL WARTMAN
Title: SECRETARY & GENERAL COUNSEL