

11-07-2002

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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102274537

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

American Tissue Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State New York
☐ Other _____

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: September 30, 2002

2. Name and address of receiving party(ies)

Name: Cellu Tissue Corporation-Neenah

Internal

Address: _____

Street Address: 249 North Lake Street

City: Neenah State: WI Zip: 54956

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ 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)

B. Trademark Registration No.(s)

2022635, 2080681

Additional number(s) attached ☐ Yes ☒ No

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

Name: Gregg Reed, Esq.

Internal Address: _____

Proskauer Rose LLP

Street Address: _____

1585 Broadway

City: New York

State: NY

10036-8299

Zip: _____

6. Total number of applications and registrations involved: _____

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

16-2500

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

DO NOT USE 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.

Gregg Reed

October 11, 2002

Date

Name of Person Signing

Signature

6

Total number of pages including cover sheet, attachments, and document:

11/06/2002 DRYRNE 00000085 162500 2022635

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 2023101 FC:8521
02 FC:852240.00 CH
25.00 CHTRADEMARK
REEL: 002612 FRAME: 0550

ASSIGNMENT OF INTANGIBLE PROPERTY

AMERICAN TISSUE CORPORATION, a New York corporation and a Debtor and Debtor-in-Possession jointly administered under case no. 01-10370 in the U.S. Bankruptcy Court for the District of Delaware (the "**Assignor**") is executing this Assignment of Intangible Property (the "**Assignment**") in favor of **CELLU TISSUE CORPORATION-NEENAH, f/k/a CELLU CONVERTING PRODUCTS, INC.**, a Delaware corporation ("**Assignee**") with reference to the following facts:

WHEREAS, American Tissue Mills of Neenah LLC, an affiliate of Assignor and a Debtor and Debtor-in-Possession under the above referenced case, and Assignee have heretofore entered into that certain Asset Purchase Agreement, dated as of July 16, 2002, as amended by the First Amendment to Asset Purchase Agreement dated as of July 30, 2002 (the "**Purchase Agreement**"; capitalized terms used herein and not expressly defined shall have the meaning ascribed such terms in the Purchase Agreement); and

WHEREAS, by Order entered on July 29, 2002 (the "**Sale Order**"), the Bankruptcy Court approved the sale by the Debtors of the Assets (as such terms are defined in the Sale Order), including the Transferred Marks (as defined below);

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which Assignor hereby expressly acknowledges, Assignor hereby assigns, conveys, transfers and sets over unto Assignee, all of Assignor's right, title and interest, if any, in and to the trademarks and trade names specifically listed on **Schedule 1** attached hereto and made a part hereof (the "**Transferred Marks**") together with the goodwill associated therewith, to the extent that the same has not been disposed of or discarded in the ordinary course of business or otherwise transferred to Cascade Tissue Mills Acquisition Corp., together with all books, records and like items, but solely to the extent pertaining to such Transferred Marks. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of Assignor and Assignee.

Notwithstanding anything to the contrary herein, this Assignment is being executed and delivered in accordance with and subject to all of the terms and provisions of the Purchase Agreement (including, without limitation, the exclusions set forth in Section 1.2 of the Purchase Agreement and the acknowledgement, disclaimer, and indemnity set forth in Section 6.6 thereof). In the event of any inconsistencies between the terms of this Assignment and those of the Purchase Agreement, the terms of the Purchase Agreement shall be controlling.

In the event that Assignor or Assignee brings an action or other proceeding to enforce or interpret the terms and provisions of this Assignment, the prevailing party in that action or proceeding shall be entitled to have and recover from the non-prevailing party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing party may suffer or incur in the pursuit or defense of such action or proceeding.

This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law provision of such State.

IN WITNESS WHEREOF, the parties have executed this Assignment of Intangible Property as of this ____th day of September, 2002.

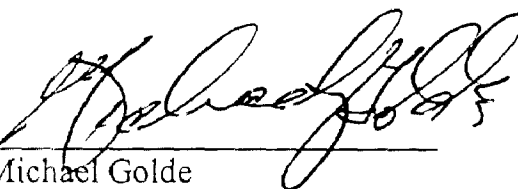
ASSIGNOR:

AMERICAN TISSUE CORPORATION

a New York corporation

and Debtor and Debtor-In-Possession

By Kugman Associates, solely in its capacity as Chief Restructuring Advisor

By: 
Michael Golde
Vice President

ASSIGNEE:

**CELLU TISSUE CORPORATION-NEENAH,
f/k/a CELLU CONVERTING PRODUCTS, INC.**

A Delaware corporation

By: _____

Name: _____

Its: _____

This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law provision of such State.

IN WITNESS WHEREOF, the parties have executed this Assignment of Intangible Property as of this 30th day of September, 2002.

ASSIGNOR:

AMERICAN TISSUE CORPORATION

a New York corporation

and Debtor and Debtor-In-Possession

By Kugman Associates, solely in its capacity as Chief
Restructuring Advisor

By: _____
Michael Golde
Vice President

ASSIGNEE:

**CELLU TISSUE CORPORATION-NEENAH,
f/k/a CELLU CONVERTING PRODUCTS, INC.**

A Delaware corporation

By: Phyllis Haberman
Phyllis Haberman
Vice President

Schedule 1

TRANSFERRED MARKS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Elan	N/A (registration abandoned)	N/A
Magic Soft	2022635	12/10/96
	2080681	7/22/97

[Notary acknowledgement form on the following page]

STATE OF IL)
COUNTY OF Cook)ss.

On 9-27, 2002, Jill Kislaitis Notary Public, personally appeared Michael Goble, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon whose behalf the person acted, executed the instrument.

Witness my hand and official seal.

Jill P. Kislaitis
Notary Public

