

12-24-2002

FORM PTO-1594



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

08/31/92

OFFICE OF PUBLIC RECORDS RI

102320519
TRADEMARKS ONLY

2002 DEC 18 AM 11:18

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

FINANCE SECTION

1. Name of conveying party(ies)
 Name: American Tissue Corporation *12-3-02*

Individual(s) Association
 General Partnership Limited Partnership
 Corporation: New York
 Corporation of Canada
 Other

Date of execution of attached Document: June 14, 2002

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

2. Name and address of receiving party(ies):
 Name: Cascades Tissue Group – New York Inc.
 Street Address: c/o Cascades Tissue Group Inc., 77 boulevard Marie-Victorin, Candiac, Quebec
 City: Quebec ZIP: J5R 1C3 State/Country: Canada

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation: 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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 75/873,177

B. Trademark Registration Number(s): 2,292,066; 1,240,299; 2,211,159; 2,211,160; 1,934,328; 2,507,997

Additional numbers attached? Yes No.

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

Name: John H. Weber
 Internal Address: BAKER & HOSTETLER, LLP
 Washington Square, Suite 1100
 1050 Connecticut Avenue, N.W.
 Washington DC 20036-5304

6. Total number of applications and registrations involved:..... 7

7. Total fee (37 CFR 3.41)..... \$190.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 50-2036
 Atty. Dkt. No.: 87367-0001

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

12/23/2002 6TON11 00000177 75873177

01 FD:0521 40.00 DP
02 FE:0522 150.00 DP

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.

Kenneth H. Oh
Name of Person Signing

Signature

December 2, 2002
Date

Total number of pages comprising cover sheet:

TRADEMARK
REEL: 002638 FRAME: 0086

TRADEMARK ASSIGNMENT

WHEREAS, American Tissue Corporation, a New York corporation and Debtor and Debtor in Possession under Case No. 01-10370 (RAB) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), having an address at 135 Engineers Road, Hauppauge, New York 11788-4008, (hereinafter “Assignor”), was the owner of the following trademarks and United States Patent and Trademark Office registrations therefor and/or application to register same:

<u>Marks</u>	<u>Registration Nos.</u>	<u>Registration Dates</u>
FORTY-NINER	2,292,066	November 16, 1999
MAGNOLIA	1,240,299	May 31, 1983
RALEIGH	2,211,159	December 15, 1998
SPRINGWOOD	2,211,160	December 15, 1998
STARBURST	1,934,328	November 7, 1995 (registration cancelled)
TENDER SOFT	2,507,997	November 13, 2001
<u>Mark</u>	<u>Serial No.</u>	<u>Notice of Allowance Date</u>
SOFT VALUE	75,873,177	April 17, 2001

(hereinafter referred to collectively as “Assignor’s Marks”); and

WHEREAS, Cascades Tissue Group – New York Inc. (f/k/a/ Cascades Tissue Mills Acquisition Corp.), a Delaware corporation having an address c/o Cascades Tissue Group Inc., 77, boulevard Marie-Victorin, Candiac, Quebec J5R 1C3, Canada, (hereinafter “Assignee”), acquired all of Assignor’s right, title and interest in the Assignor’s Marks pursuant to an Asset Purchase Agreement between Assignor and Assignee dated as of April 26, 2002, as amended, at the Closing (as defined therein) on June 14, 2002.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby, as of June 14, 2002, sell, assign, set over and transfer to Assignee, the entire right, title and interest of Assignor in and to Assignor's Marks together with the whole of the goodwill, of the business pertaining thereto, the assignment herein to inure to the benefit of Assignee and its successors, assigns or other legal representatives, at common law and/or to the end of the term or terms for which registration of the Assignor's Marks may be granted or renewed, together with all claims for damages by reason of past infringement of the Assignor's Marks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives.

It is expressly understood that this instrument is intended solely to restate, and not in any manner to supersede, amend, modify, enlarge or limit any of the provisions contained in the foregoing Asset Purchase Agreement. In the event of any conflict between a provision hereof and a provision of the Asset Purchase Agreement, the provision of the Asset Purchase Agreement shall prevail.

BANKRUPTCY COURT JURISDICTION: ASSIGNOR AND ASSIGNEE AGREE THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING TO (i) THE INTERPRETATION AND ENFORCEMENT OF THIS TRADEMARK ASSIGNMENT OR ANY ANCILLARY DOCUMENT EXECUTED PURSUANT HERETO; AND/OR (ii) THE ASSIGNOR TRADEMARKS, AND ASSIGNEE EXPRESSLY CONSENTS TO AND AGREES NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION.

