

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 11th 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.

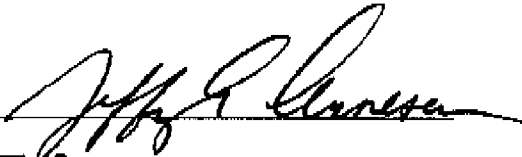
This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * * *

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this

Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 11th day of September, 2001.

PLAINWELL INC.

By: 

Name: Jeffrey A. Amesen

Title: Chief Financial Officer,
Vice President and Secretary

CASCADES TISSUE GROUP-WISCONSIN
INC.

By: _____

Name: _____

Title: _____

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

On this 11th day of September 2001, there appeared before me
Jeffrey A. Burreson, 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 11th day of September, 2001.

PLAINWELL INC.

By: _____
Name: _____
Title: _____

CASCADES TISSUE GROUP-WISCONSIN INC.

By: *Suzanne Blanchet*
Name: Suzanne Blanchet
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

Canada
~~STATE OF~~ Province of *Quebec*
~~COUNTY OF~~ District of *Longueuil* 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 Group - Wisconsin Inc.



Caroline Rousseau
Commissioner for Oaths
Caroline Rousseau
151 446

Schedule A**U.S. TRADEMARKS**

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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

<u>Trademark App.</u>	<u>App. No.</u>	<u>Date Filed</u>
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