

08-25-2003



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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

Tab settings

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

1. Name of conveying party(ies):

PPM Finance, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware 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: 08/15/03

2. Name and address of receiving party(ies)

Name: Stockton Pacific Enterprises, Inc.

Internal

Address:

Street Address: 1 TCF Drive

City: Samoa State: CA Zip: 95564

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State DE 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) 76/376306

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins LLP

Suite 5800, Sears Tower

Street Address:

233 S. Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Linda R. Kastner

Name of Person Signing

Handwritten signature of Linda R. Kastner

Signature

8/22/03

Date

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

6

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

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TRADEMARK REEL: 002809 FRAME: 0318

Continuation of Item 1

Additional Conveying Party:

Samoa Pacific Cellulose, LLC,
a Delaware limited liability company

TRADEMARK AND TRADENAME ASSIGNMENT

This TRADEMARK AND TRADENAME ASSIGNMENT is among PPM FINANCE, INC., in its capacity as agent (the "Agent"), SAMOA PACIFIC CELLULOSE, LLC, a Delaware limited liability company (the "Company"), and STOCKTON PACIFIC ENTERPRISES, INC., a Delaware corporation (the "Assignee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Personal Property Foreclosure Agreement dated as of August 15, 2003 (the "Foreclosure Agreement") among the Agent, the Company and the Assignee.

WHEREAS, the Agent, as secured party pursuant to certain Transaction Documents has been granted a security interest by the Company in certain trademarks and tradenames registered in the United States Patent and Trademark Office (as shown in Schedule A attached hereto, collectively, the "Registered Trademarks"), which the Company has adopted, used, and is using and which the Company owns;

WHEREAS, the Agent, as secured party pursuant to certain Transaction Documents, has further been granted a security interest by the Company in certain common law trademarks and tradenames (collectively with the Registered Trademarks, the "Trademarks") which the Company has adopted, used, is using and which the Company owns;

WHEREAS, the Agent, for good and valuable consideration, and pursuant to Section 9610 of the California Uniform Commercial Code and the Foreclosure Agreement, desires to sell, assign and transfer to the Assignee all of the Company's right, title and interest in and to the Trademarks, including, but not limited to, rights to existing choses in action and the right to past damages associated therewith, together with the good will of the business symbolized by the Trademarks and registration thereof;

WHEREAS, the Company, solely in an abundance of caution and without any implication whatsoever that the assignment between the Agent and the Assignee hereunder is in any way, or to any extent, limited as to its scope or effectiveness, wishes to ensure the transfer to the Assignee of all of the Company's right, title and interest in and to the Trademarks; and

WHEREAS, the Assignee is desirous of acquiring the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Agent and the Company hereby sell, assign and transfer to the Assignee, and its successors, assigns and legal representatives, and the Assignee does hereby accept, all of the Company's right, title and interest in and to the Trademarks, including, but not limited to, rights to existing choses in action and the right to past damages associated therewith, together with the goodwill of the business symbolized by the Trademarks and registrations thereof.

EXCEPT AS SPECIFICALLY PROVIDED IN THE FORECLOSURE AGREEMENT: NEITHER THE AGENT NOR THE COMPANY MAKES ANY REPRESENTATION, WARRANTY, COVENANT OR UNDERTAKING, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTENCE OF ANY SPECIFIC ITEMS CONSTITUTING THE TRADEMARKS OR THE QUANTITY THEREOF; THE COMPANY'S BUSINESS OR

PROSPECTS; THE CONDITION, QUALITY, MERCHANTABILITY (IN THE SENSE OF A UCC WARRANTY), FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR VALUE OF THE TRADEMARKS; AND THE TRADEMARKS ARE SOLD AND ASSIGNED TO THE EXTENT THEY ARE SUBJECT ASSETS WITHOUT RECOURSE ON AN ABSOLUTE "AS IS, WHERE IS" BASIS, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE FORECLOSURE AGREEMENT. THIS TRADEMARK ASSIGNMENT IS SUBJECT TO, AND QUALIFIED IN ITS ENTIRETY BY, THE EXACT TERMS OF THE FORECLOSURE AGREEMENT.

It is the Agent's intent, under Section 9610 of the California UCC and other applicable law, to transfer all of the Company's right, title and interest in and to the Trademarks to the Assignee for value in accordance with the terms of the Foreclosure Agreement.

The Company covenants that, upon the request of, and at the cost of, the Assignee, the Assignee will be provided promptly with all pertinent facts and documents relating to said Trademarks as may be known and reasonably accessible to the Company, and the Company will testify as to the same in any interference, litigation or any proceeding related thereto, and the Company will promptly execute and deliver to the Assignee or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, register and enforce said Trademarks and said equivalents thereof, in each case which the Assignee may reasonably and in good faith deem necessary or desirable to carry out the purpose thereof.

Signed this 15th day of August, 2003.

PPM FINANCE, INC.

By: W. J. Howard

Its: Senior Managing Director

SAMOA PACIFIC CELLULOSE, LLC

By: F. J. Fitzpatrick

Its: President

STOCKTON PACIFIC ENTERPRISES, INC.

By: F. J. Fitzpatrick

Its: VP

TRADEMARK ASSIGNMENT

SCHEDULE A

Trademark Description	U.S. Serial No.	Registration Date
SAMOA CANE	76/376306	06/17/2003

MW\1006505RVE:RVE 08/11/03

RECORDED: 08/25/2003

**TRADEMARK
REEL: 002809 FRAME: 0323**