

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
-------------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
------------------------------	--

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lincoln Pulp & Paper Co., Inc.		05/26/2004	CORPORATION: MAINE

RECEIVING PARTY DATA	
Name:	Lincoln Paper & Tissue, LLC
Street Address:	50 Katahdin Avenue
City:	Lincoln
State/Country:	MAINE
Postal Code:	04457
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2096470	HI-PLY

CORRESPONDENCE DATA	
Fax Number:	(207)774-1127
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(207) 774-1200
Email:	jkeenan@bssn.com
Correspondent Name:	James F. Keenan, Jr.
Address Line 1:	100 Middle Street
Address Line 2:	Bernstein, Shur, Sawyer & Nelson
Address Line 4:	Portland, MAINE 04104

NAME OF SUBMITTER:	James F. Keenan, Jr.
---------------------------	----------------------

Total Attachments: 3 source=US Assignment_Page_1#page1.tif source=US Assignment_Page_2#page1.tif source=US Assignment_Page_3#page1.tif
--

OP \$40.00 2096470

ASSIGNMENT OF TRADEMARKS
(United States)

This Assignment of Trademarks (the "Assignment") is entered into as of this 26th day of May, 2004 by Gary M. Growe in his capacity as the duly appointed Chapter 7 Trustee (the "Trustee") of the Bankruptcy Estates of Eastern Pulp & Paper Corporation, Eastern Fine Paper, Inc. and Lincoln Pulp & Paper Co., Inc. (collectively, the "Debtors") in Chapter 7 Cases #00-11613-JBH, #00-11612-JBH and #00-11614-JBH (collectively, "Assignor") on behalf of Lincoln Paper and Tissue, LLC, a Delaware limited liability company ("Assignee").

For TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, sells, grants and conveys to Assignee and its successors, assigns and designees, Assignor's entire rights, title, and interests throughout the world in and to the Trademarks (defined below) and all goodwill associated therewith, together with all claims, either at law or in equity, and damages for past, present or future infringements of the Trademarks, with the right to sue for, and collect the same for, Assignee's own use and benefit and for the use and benefit of Assignee's successors, assigns and designees. Further, and without limitation, Assignor assigns, sells and conveys to Assignee any and all rights of Assignor, express or implied, legal or equitable, in and to all trademarks based upon, derived from, or incorporating the Trademarks and all licenses or use agreements relating to the Trademarks, including, without limitation, all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto. For purposes of this Assignment, the term "Trademarks" means all of the trademarks set forth on Schedule A attached hereto and made a part hereof), and any and all derivations, variations and combinations thereof, all state, federal and international registrations and applications for registration therefor, all rights to make applications for state, federal and international registration therefor, and all goodwill associated therewith. Assignor agrees to execute and deliver such documents, and take such other action, as shall be reasonably requested by Assignor to carry out the assignment contemplated by this Assignment of Trademarks.

This Assignment of Trademarks (U.S.) is delivered pursuant to the Order of the U.S. Bankruptcy Court, District of Maine, in Chapter 7 Cases #00-11613-JBH, #00-11612-JBH and #00-11614-JBH, dated April 30, 2004, as the same may be amended and extended (the "Sale Order").

Capitalized terms not defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement between the Assignor and First Paper Holding, LLC dated as of April 19, 2004, as supplemented by First Addendum dated April 23, 2004 and as modified by the Sale Order and that certain First Amendment to Asset Purchase Agreement dated as of May 20, 2004 (the "Asset Purchase Agreement").

Pursuant to the Sale Order, the property being conveyed or assigned by this instrument is being transferred "AS IS," "WHERE IS" and the Trustee is making no warranty or representation, either express or implied, regarding the description or condition of such property, the numerical count thereof, its merchantability, habitability, or its fitness for any particular purpose, the status of title to such property, the accuracy of any boundary description or amount of acreage or location of improvements, above or below ground, environmental compliance or compliance with any applicable zoning or land use regulations, laws, or ordinances, or any other matters with respect thereto, and all such warranties are expressly disclaimed. Nothing

contained herein is intended in anyway to grant a larger interest or create any liability on the part of the Trustee not set forth in the Asset Purchase Agreement and the Sale Order.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed as of the date set forth above.

WITNESS:

Stacey R. Modery
Name: Stacey R. Modery

G. M. Growe TRUSTEE
Gary M. Growe, in his capacity as the duly appointed Chapter 7 Trustee of the Bankruptcy Estates of Eastern Pulp & Paper Corporation, Eastern Fine Paper, Inc. and Lincoln Pulp & Paper Co., Inc. in Chapter 7 Cases #00-11613-JBH, #00-11612-JBH and #00-11614-JBH

STATE OF Maine)

COUNTY OF Cumberland)

On this 21 day of May, 2004, there appeared before me Gary M. Growe, personally known to me, who acknowledged that he signed the foregoing Assignment of Trademarks as his voluntary act and deed in his capacity as the duly appointed Chapter 7 Trustee of the Bankruptcy Estates of Eastern Pulp & Paper Corporation, Eastern Fine Paper, Inc. and Lincoln Pulp & Paper Co., Inc. in Chapter 7 Cases #00-11613-JBH, #00-11612-JBH and #00-11614-JBH.

By: Ronda Lee Williams
Notary Public

RONDA LEE WILLIAMS
Notary Public, Maine
My Commission Expires April 26, 2009

Schedule A

Trademarks

U.S. Federal Registrations:

Trademark	Reg. No.	Reg. Date
HI-PLY	2,096,470	9-16-1997
TACTIC REPLY CARD	2,212,657	12-22-1998