

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Great Northern Nekoosa Corporation		05/07/2004	CORPORATION: MAINE

RECEIVING PARTY DATA

Name:	Koch Cellulose, LLC
Street Address:	501 Gloucester Street
Internal Address:	Suite 100
City:	Brunswick
State/Country:	GEORGIA
Postal Code:	31520
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	73505595	LEAF RIVER 90

CORRESPONDENCE DATA

Fax Number: (612)766-1600
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6127667064
 Email: trademarkmpls@faegre.com
 Correspondent Name: Faegre & Benson LLP
 Address Line 1: 90 South Seventh Street
 Address Line 2: 2200 Wells Fargo Center
 Address Line 4: Minneapolis, MINNESOTA 55402-3901

ATTORNEY DOCKET NUMBER:	75540-305265
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NAME OF SUBMITTER:	Eunice de Carvalho
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Total Attachments: 3
 source=305265 Great Northern - Koch Cellulose Assignment#page1.tif

OP \$40.00 73505595

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment"), dated as of May 7, 2004 ("Effective Date"), is made by and between Great Northern Nekoosa Corporation, a Maine corporation and wholly-owned subsidiary of Georgia-Pacific Corporation ("Assignor"), and Koch Cellulose, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, pursuant to that certain Asset and Stock Purchase Agreement, dated as of February 26, 2004, by and among Assignee, Georgia-Pacific Corporation, a Georgia corporation ("Georgia-Pacific"), Leaf River Forest Products, Inc., a Delaware corporation, LRC Timber, Inc., a Delaware corporation, Old Augusta Railroad Company, a Mississippi corporation, Georgia-Pacific Asia (Hong Kong), Ltd., a Hong Kong private limited company, and Georgia-Pacific GmbH, a Swiss limited liability company ("Purchase Agreement"), Georgia-Pacific has agreed to cause Assignor to assign to Assignee the Mark (as defined below) and to execute this Trademark Assignment at the Closing (as defined in the Purchase Agreement).

NOW, THEREFORE, in consideration of the foregoing and mutual promises and covenants made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

"Mark" means the trademark, in word mark, stylized and/or design formats, that is the subject of the registration set forth in Schedule A attached hereto.

2. Assignment.

Assignor hereby assigns, sells, transfers and conveys to Assignee all of its rights, title and interest throughout the world in and to the Mark and all registrations and applications issued or pending for the Mark, together with the goodwill of the business symbolized by the Mark and all rights, claims and privileges pertaining to the Mark, including, without limitation, the right to maintain and prosecute such registrations and applications for the Mark and the right to sue and recover damages for past, present and future infringement of the Mark.

3. Further Actions.

Each party agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be necessary or appropriate or as Assignee may reasonably request to effect, perfect or otherwise carry out the purposes and intent of this Trademark Assignment.

4. Miscellaneous.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Trademark Assignment shall

be governed by and construed and enforced in accordance with the laws of the State of New York without regard to the conflicts of law provisions thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the Effective Date.

GREAT NORTHERN NEKOOSA
CORPORATION

By: *Kenneth F. Khan*
Name: *Kenneth F. Khan*
Title: *Vice President, Deputy General Counsel & Secretary*

KOCH CELLULOSE, LLC

By: *Patrick J. Boushka*
Name: *Patrick J. Boushka*
Title: *President*

SCHEDULE A

MARK

Mark Name	Docket No	Country	Status	Goods	App No	App Date	Reg No	Reg Date	Renewal Date
LEAF RIVER 90	5717	USA	REGISTERED	WOOD PULP	73/505,595	10/25/1984	1,373,204	12/03/1985	12/03/2005

RSC