

5/13/04



05-14-04

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05-19-2004



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

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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To the Honorable Commissioner of Patents, U.S. Patent and Trademark Office, Washington, DC 20503. Enclosed are the attached original documents or copy thereof.

1. Name of conveying party(ies):
Deutsche Bank Trust Company Americas, as Agent
(formerly named Bankers Trust Company)

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Termination of Security Interest

Execution Date: 4/13/04

2. Name and address of receiving party(ies)
Name: Port Townsend Paper Corporation

Internal Address: _____

Street Address: 100 Paper Mill Hill Rd.

City: Port Townsend State: WA Zip: 98368

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Washington
- 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) _____

B. Trademark Registration No.(s) 2,168,612

Additional number(s) attached Yes No

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

Name: Julie H. Cooper

Internal Address: Vinson & Elkins LLP

Street Address: 2001 Ross Ave., Suite 3700

City: Dallas State: TX Zip: 75201

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.

Julie H. Cooper
Name of Person Signing

Julie H. Cooper
Signature

May 12, 2004
Date

Total number of pages including cover sheet, attachments, and document: 4

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

05/18/2004 MGETRCH 00000233 2168612

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TRADEMARK
REEL: 002971 FRAME: 0663

**TERMINATION OF SECURITY INTEREST
(Trademarks)**

This **TERMINATION OF SECURITY INTEREST**, dated as of April 13, 2004, is made by Deutsche Bank Trust Company Americas (formerly named Bankers Trust Company), as Agent for the Lenders (the "Agent").

WHEREAS, Port Townsend Paper Corporation, a Washington corporation (the "Grantor"), has granted to the Agent a security interest in certain personal property, including without limitation a security interest in certain trademarks, trademark registrations and trademark applications ("Trademarks") and trademark licenses ("Trademark License");

WHEREAS, the security interest granted to the Agent was recorded at the United States Patent and Trademark Office on March 27, 2001 at Reel 002268 and Frame 0712; and

WHEREAS, the Agent has agreed to terminate and release its security interest in all of such Trademarks and Trademark Licenses, including, without limitation, Trademarks and Trademark Licenses identified on Schedule A hereto, as herein provided;

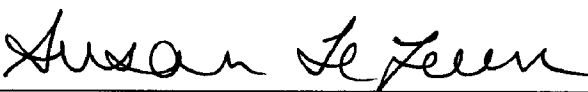
NOW, THEREFORE, for valuable consideration, the Agent hereby terminates and releases all mortgages, liens and security interests granted to the Agent in the following Trademarks and Trademark Licenses:

1. all of the Grantor's Trademarks and Trademark Licenses to which the Grantor is a party including those referred to on Schedule A hereto;
2. all good will of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Agent has caused this Termination of Security Interest to be duly executed as of the date first set forth above.

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Agent

By: 
Name: **Susan LeFevre**
Title: **Director**

Signature Page to
Termination of Security Interest

TRADEMARK
REEL: 002971 FRAME: 0665

Schedule A

to Termination of Security Interest

Trademarks:

Recorded 3/27/01 at Reel 002268 Frame 0712

Mark	Registration No.	Registration Date
Ready Handle	2,168,612	6/23/1998

Trademark Licenses:

None.

**TERMINATION OF SECURITY INTEREST
(Trademarks)**

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WHEREAS, the security interest granted to the Agent was recorded at the United States Patent and Trademark Office on March 27, 2001 at Reel 002268 and Frame 0712; and

WHEREAS, the Agent has agreed to terminate and release its security interest in all of such Trademarks and Trademark Licenses, including, without limitation, Trademarks and Trademark Licenses identified on Schedule A hereto, as herein provided;

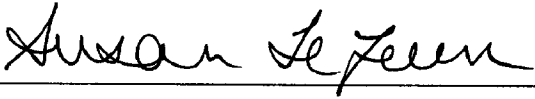
NOW, THEREFORE, for valuable consideration, the Agent hereby terminates and releases all mortgages, liens and security interests granted to the Agent in the following Trademarks and Trademark Licenses:

1. all of the Grantor's Trademarks and Trademark Licenses to which the Grantor is a party including those referred to on Schedule A hereto;
2. all good will of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Agent has caused this Termination of Security Interest to be duly executed as of the date first set forth above.

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Agent

By: 
Name: **Susan LeFevre**
Title: **Director**

Signature Page to
Termination of Security Interest

TRADEMARK
REEL: 002971 FRAME: 0668

Schedule A

to Termination of Security Interest

Trademarks:

Recorded 3/27/01 at Reel 002268 Frame 0712

Mark	Registration No.	Registration Date
Ready Handle	2,168,612	6/23/1998

Trademark Licenses:

None.