

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MeadWestvaco Corporation		04/30/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Chillicothe Paper Inc.
<b>Street Address:</b>	401 South Paint Street
<b>City:</b>	Chillicothe
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45601
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 56**

Property Type	Number	Word Mark
Registration Number:	2027848	ARIA
Serial Number:	78302302	BEYOND THE BOX
Serial Number:	76552374	BEYOND THE BOX
Registration Number:	62344	BLACK & WHITE
Registration Number:	321851	BLEND TONE
Registration Number:	1450741	CELEBRITY
Registration Number:	2424196	CHARTER MEMBER
Registration Number:	727033	CLEAR SPRING
Registration Number:	1334262	CLIP TIPS
Registration Number:	1448476	CRAFTSMAN
Registration Number:	2533131	
Registration Number:	1412766	DEERSKIN
Registration Number:	2352698	DEFENSA
Registration Number:	2348365	DURA

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Registration Number:	2302889	EQUITY
Registration Number:	1584643	EXCEL
Registration Number:	2775361	EXSAMPLES
Registration Number:	845919	FASCINATION
Registration Number:	788523	GLACIER
Registration Number:	1311026	HIAWATHA OFFSET
Registration Number:	1311025	HIAWATHA PREMIUM
Serial Number:	78479247	IDEAL
Registration Number:	116487	IDEAL
Registration Number:	1301645	INSPIRATION
Registration Number:	2440996	LINGO
Registration Number:	2544120	LINGO
Registration Number:	1567480	LINQ
Registration Number:	799902	LOGAN
Serial Number:	76567756	MAGNECOTE
Serial Number:	76571445	MAGNECOTE
Registration Number:	1450739	MARK V
Registration Number:	617482	MOISTRITE
Registration Number:	822380	MOISTRITE
Registration Number:	1450757	MYSTIC
Registration Number:	2409213	OPTICA
Registration Number:	1041754	ORIGA
Serial Number:	78472233	PINNACLE PRIME
Registration Number:	2485741	PRIMA
Registration Number:	2462535	PRINTLOC
Registration Number:	2558617	PRINTLOC
Registration Number:	1413343	REVERE
Registration Number:	2533130	
Registration Number:	1692968	SEQUEL
Registration Number:	1978888	SNAP-SET
Registration Number:	1046345	STERLING
Registration Number:	1691499	TECH NOTES
Registration Number:	2379975	THE ONE STOP PAPER SHOP!
Serial Number:	78505725	THE TRUE YOU
Registration Number:	1775465	TLC

Registration Number:	1908457	TRANS/RITE
Registration Number:	1077855	TRANS/TAB
Registration Number:	1748454	TRANSCOPY
Serial Number:	78468920	TRUE INC. ON PAPER
Registration Number:	2671919	ULTRASORB
Serial Number:	78565598	CHANGING.INC
Serial Number:	78565614	CHANGINGINC

**CORRESPONDENCE DATA**

Fax Number: (212)593-5955  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 756-2335  
Email: reine.glanz@srz.com  
Correspondent Name: Reine H. Glanz  
Address Line 1: Schulte Roth & Zabel LLP  
Address Line 2: 919 Third Avenue  
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Reine H. Glanz
Signature:	/beb for RHG/
Date:	05/11/2005

Total Attachments: 5  
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## TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (the "Assignment") is made and entered into as of April 30, 2005 (the "Effective Date") by and between MeadWestvaco Corporation, a corporation formed under the laws of Delaware ("Assignor"), and Chillicothe Paper Inc., a corporation formed under the laws of Delaware ("Assignee").

**WHEREAS**, Assignor and Escanaba Timber LLC f/k/a Maple Acquisition LLC ("Purchaser") are parties to the Equity and Asset Purchase Agreement dated as of January 14, 2005 (the "Purchase Agreement"), providing for the sale of the Purchased Assets (as defined in the Purchase Agreement), including the Purchased Intellectual Property (as defined in the Purchase Agreement), by Assignor to Purchaser and/or one or more of its Designated Affiliates (as defined in the Purchase Agreement), all upon the terms and conditions set forth in the Purchase Agreement;

**WHEREAS**, Assignor owns all right, title and interest in and to the Purchased Intellectual Property, including, but not limited to, those trademark registrations and applications listed on the attached Schedule A (collectively, the "Assigned Trademarks");

**WHEREAS**, Assignee is a Designated Affiliate of Purchaser; and

**WHEREAS**, Assignee and Purchaser desire that Assignee acquire all of Assignor's right, title, and interest in and to the Assigned Trademarks, and Assignor desires to assign same to Assignee;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells and transfers unto Assignee, its successors and assigns, all of its right, title and interest throughout the world in perpetuity, including common law rights, in and to the Assigned Trademarks, together with the goodwill associated therewith and the entire business and/or portion thereof to which the Assigned Trademarks pertain, and the right to sue and recover for all past, present and future infringements and other violations of the Assigned Trademarks, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made. Assignor hereby covenants and agrees to provide any further necessary documentation and do all further acts reasonably requested by Assignee in this regard to confirm and perfect title in and to the Assigned Trademarks in Assignee, its successors, assigns or other legal representatives.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment as an instrument under seal as of the Effective Date.

ASSIGNOR: MEADWESTVACO CORPORATION

By: Robert E. Birkenholz  
Name: Robert E. Birkenholz  
Title: Treasurer

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CONNECTICUT  
COUNTY OF STAMFORD ss.:

On this 30<sup>th</sup> day of April, 2005, before me, the undersigned, personally appeared Robert E. Birkenholz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Adele Lasco  
[NOTARY SEAL]

ADELE LASCO  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES DEC. 31, 2005

ASSIGNEE:

**CHILLICOTHE PAPER INC.**

By: *Linda Sheffield*  
Name: Linda Sheffield  
Title: Treasurer

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF New York  
COUNTY OF New York

ss.:

On this 28 day of April, 2005, before me, the undersigned, personally appeared Linda Sheffield, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

*Gillett J. Checkley*  
[NOTARY SEAL]

**GILLETT J. CHECKLEY**  
Notary Public, State of New York  
No. 01CH5048682  
Qualified in Queens County  
Commission Expires Sept. 18, 2005

**SCHEDULE A**

**UNITED STATES**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b><u>Mark</u></b>	<b><u>Status</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>
ARIA	2027848	74/676214	31-Dec-1996
BEYOND THE BOX	pending	78/302302	
BEYOND THE BOX AND DESIGN	pending	76/552374	
BLACK & WHITE AND DESIGN	62344		30-Apr-1907
BLENDTONE AND DESIGN	321851	71/357872	19-Feb-1935
CELEBRITY	1450741	73/637514	04-Aug-1987
CHARTER MEMBER	2424196	75/666528	23-Jan-2001
CLEAR SPRING	0727033	72/121452	30-Jan-1962
CLIP TIPS	1334262	502265	07-May-1985
CRAFTSMAN	1448476	76/636365	21-Jul-1987
CROSSES WATERMARK DESIGN	2533131	76/005423	22-Jan-2002
DEERSKIN	1412766	73/299299	14-Sep-1986
DEFENSA	2352698	75/534238	23-May-2000
DURA	2348365	75/624272	09-May-2000
EQUITY	2302889	75/494978	21-Dec-1999
EXCEL	1584643	808923	27-Feb-1990
EXSAMPLES AND DESIGN	2775361	76/478529	21-Oct-2003
FASCINATION	845919	72/268543	12-Mar-1968
GLACIER	788523	161413	20-Apr-1965
HIAWATHA OFFSET	1311026	384267	25-Dec-1984
HIAWATHA PREMIUM	1311025	384260	25-Dec-1984
IDEAL	pending	78/479247	
IDEAL AND DESIGN	116487	71/100378	01-May-1917
INSPIRATION	1301645	73/456967	23-Oct-1984
I-SERIES	pending	78/479247	
LINGO	2440996	76/031193	03-Apr-2001
LINGO	2544120	76/030225	05-Mar-2002
LINQ	1567480	73/781172	21-Nov-1989
LOGAN	799902	198570	07-Dec-1965
MAGNECOTE	pending	76/567756	
MAGNECOTE AND DESIGN	pending	76/571445	
MARK V	1450739	637403	04-Aug-1987
MOISTRITE	617482	665836	13-Dec-1955
MOISTRITE	822380	225658	17-Jan-1967
MYSTIC	1450757	73/638983	04-Aug-1987
OPTICA	2409213	75/534240	28-Nov-2000
ORIGA	1041754	73/059910	22-Jun-1976
PINNACLE PRIME	pending	78/72233	

<u>Mark</u>	<u>Status</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
PRIMA	2485741	75/654409	04-Sep-2001
PRINTLOC	2462535	75/722053	19-Jun-2001
PRINTLOC	2558617	76/246486	09-Apr-2002
REVERE	1413343	588015	14-Oct-1986
SECURITY GATE WATERMARK DESIGN	2533130	76/005422	22-Jan-2002
SEQUEL	1692968	124253	09-Jun-1992
SNAP-SET	1978888	74/563689	04-Jun-1996
STERLING	1046345	73/072117	17-Aug-1976
TECH NOTES	1691499	74/169915	09-Jun-1992
THE ONE STOP PAPER SHOP!	2379975	75/534239	22-Aug-2000
THE TRUE YOU	pending	78/505725	
TLC	1775465	74/239519	08-Jun-1993
TRANS/RITE	1908457	74/561888	01-Aug-1995
TRANS/TAB	1077855	116905	22-Nov-1977
TRANSCOPY	1748454	74/277810	26-Jan-1993
TRUE INC. ON PAPER	pending	78/468920	
ULTRASORB	2671919	76/378067	07-Jan-2003
CHANGINGINC	pending	78/565598	
CHANGING.INC AND DESIGN	pending	78/565614	