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
Paper Partners, Inc.		07/31/2005	CORPORATION: DELAWARE

# RECEIVING PARTY DATA

Name:	White Cloud Marketing, Inc.
Street Address:	5200 Town Center Circle
Internal Address:	Suite 525
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33486
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1032726	WHITE CLOUD
Serial Number:	75782688	WHITE CLOUD
Serial Number:	78636147	WHITE CLOUD
Serial Number:	75782686	WHITE CLOUD
Registration Number:	2976370	WHITE CLOUD
Serial Number:	78401534	WHITE CLOUD
Serial Number:	75782687	WHITE CLOUD
Serial Number:	78041630	WHITE CLOUD
Serial Number:	76010540	WHITE CLOUD
Serial Number:	76010541	WHITE CLOUD
Serial Number:	76333429	WHITE CLOUD
Registration Number:	2209103	WIPO
Serial Number:	76327046	WIPO

**TRADEMARK REEL: 003152 FRAME: 0455** 

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### **CORRESPONDENCE DATA**

Fax Number: (202)739-3001

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-739-5292

Email: chowell@morganlewis.com

Correspondent Name: Jake D. Feldman

Address Line 1: 1111 Pennsylvania Ave., N.W. Address Line 2: Morgan, Lewis & Bockius LLP

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

AME OF SUBMITTER: Catherine R. Howell, Paralegal	
Signature:	/Catherine R. Howell/
Date:	09/02/2005

### Total Attachments: 4

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> TRADEMARK REEL: 003152 FRAME: 0456

## TRADEMARK ASSIGNMENT

This Trademark Assignment is made on this day of July, 2005, by and among Paper Partners, Inc., a Delaware corporation, having a principal business address at 5200 Town Center Circle, Suite 525, Boca Raton, Florida 33486 (hereinafter "Assignor"), in favor of White Cloud Marketing, Inc., a Florida corporation, having a principal business address at 5200 Town Center Circle, Suite 525, Boca Raton, Florida 33486, (hereinafter "Assignee"),

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks listed on the attached Schedule A (hereinafter the "Marks"), the trademark applications and registrations therefor, and the goodwill developed through the use of the Marks;

WHEREAS, as the successor to the pertinent portion of Assignor's business,

Assignee is desirous of acquiring all rights to the Marks and the applications and registrations
therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignce, the entire right, title, and interest in and to the Marks and the applications and registrations therefor as identified on Schedule A, the goodwill of the business connected with the Marks, together with all rights and privileges, including the right to sue or otherwise recover for past and future infringement and to receive all damages, payments, costs, and fees associated therewith, the same to be held and enjoyed by Assignee, as the successor of the pertinent portion of Assignor's business, its successors, assigns and other legal representatives.

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Assignor agrees that it will execute and deliver at a future date, without further

compensation, any documents that Assignee determines may be necessary or desirable to perfect

Assignee's ownership of the Marks and effectuate this Assignment or any future assignment of

the Marks from Assignee to a third party, including, but not limited to, executing separate

trademark assignment documents for individual countries.

This Assignment may be executed in two or more counterparts, each of which

shall be deemed an original, but all of which together shall constitute one and the same

instrument.

This Assignment shall be construed under and governed by the laws of the State

of Delaware without regard to its conflict of laws provisions or other principles of any

jurisdiction that would result in the application of any law other than the laws of the State of

Delaware.

Assignor:

Paper Partners, Inc.

Assignee:

White Cloud Marketing, Inc.

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# Schedule A

Mark	Jurisdiction	Application/Serial Number or Registration Number
WHITE CLOUD	United States	Reg. No. 1032726
WHITE CLOUD	United States	Ser. No. 75/782,688
WHITE CLOUD	United States	Scr. No. 78/636,147
WHITE CLOUD	United States	Ser. No. 75/782,686
WHITE CLOUD	United States	Reg. No. 2,976,370
WHITE CLOUD	United States	Ser. No. 78/401,534
WHITE CLOUD	United States	Ser. No. 75/782,687
WHITE CLOUD	United States	Scr. No. 78/041,630
WHITE CLOUD	United States	Ser. No. 76/010,540
WHITE CLOUD	United States	Ser. No. 76/010,541
WHITE CLOUD	United States	Ser. No. 76/333,429
WHITE CLOUD	Argentina	Reg. No. 1900591
WHITE CLOUD	Australia	Reg. No. 881184
WHITE CLOUD	Brezil	Арр. №. 824080866
WHITE CLOUD	Canada	App. No. 1177048
WHITE CLOUD	Conoda	App. No. 1199287

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Mark	Jurisdiction	Application/Serial Number or Registration Number
WHITE CLOUD	European Community	Арр. No. 02281814
WHITE CLOUD	Mexico	Reg. No. 739727
WHITE CLOUD	Mexico	App. No. 633784
WHITE CLOUD	New Zealand	Reg. No. 640725
WHITE CLOUD	Pucrto Rico	Reg. No. 50914
WIPO	United States	Reg. No. 2209103
WIPO	United States	Ser. No. 76/327,046

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**RECORDED: 09/02/2005** 

TRADEMARK
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