

FORM PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Fraser Papers Inc.  
70 Seaview Avenue  
Stamford, Connecticut 06904

Individuals       Association  
 General Partnership       Limited Partnership  
 Corporation-State of: Delaware  
 Other: \_\_\_\_\_

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

2. Name and address of receiving party(ies):

Antonio Levesque & Sons  
RFD #1  
Ashland, Maine 04732

Individual(s) citizenship       Association  
 General Partnership       Limited Partnership  
 Corporation-State of Maine  
 Other: \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes       No  
 (Designations must be separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment       Merger  
 Security Agreement       Change of Name  
 Other: \_\_\_\_\_

Excution Date: June 27, 2004

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)/ Mark(s)

78/387267 - PINNACLE

B. Trademark Reg. No.(s)/Mark(s)

2,758,709 - PHARMOPAQUE  
 827,387 - KOPY KLEAR OPAKE  
 2,199,012 - FRALIGHT  
 2,746,542 - FRACOTE  
 1,743,907 - ODYSSEY  
 1,652,363 - SNOWLAND OPAQUE  
 2,192,806 - FRABRITE  
 2,196540 - FRAPRINT  
 827,567 - FRA-O-FORM  
 2,325,340 - FRASERPAPERS  
 2,969,147 - CIRCULAR BOND  
 1,443,727 - FRASERBRITE (AND DESIGN)  
 1,468,236 - HERITAGE BOOK  
 1,445,105 - CUSTOM OPAQUE

Additional numbers attached?  Yes  No

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

Name: John A. Clifford  
 Address: MERCHANT & GOULD P.C.  
 P.O. Box 2910  
 Minneapolis, MN 55402-0910

6. Total number of applications and trademarks involved: 15

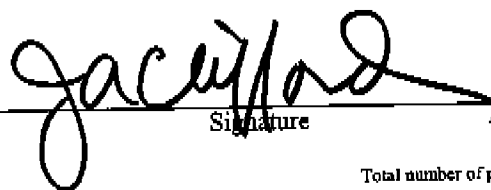
7. Total fee (37 CFR 3.41): \$ 390  
 Enclosed  
 Authorized to be charged to deposit account 13-2725

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

DO NOT USE THIS SPACE

9. Signature:

John A. Clifford  
 Name of Person Signing

  
 Signature

August 15, 2005  
 Date

Total number of pages including cover sheet, attachments, and document: 5

Do not detach this portion  
 Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Director of the United States Patent and Trademark Office  
 Washington, D.C. 20231

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## CONTRIBUTION AGREEMENT

This Contribution Agreement (this "Agreement") is dated as of June 3, 2004 by and between Fraser Papers Inc., a Delaware corporation (the "Parent") and Antonio Levesque & Sons, Inc., a Maine corporation ("Subsidiary"). Parent has agreed to contribute to Subsidiary:

- (i) the assets as defined in Schedule A attached hereto (the "Schedule A Assets");
- (ii) the Parent's interest in Fraser N.H. LLC; and
- (iii) the Parent's preferred interest in Katahdin Paper Company LLC (Delaware), its option to purchase the common interests in Katahdin Paper Company LLC and its interest in the lease and management agreement with Katahdin Paper Company LLC,

(collectively, the "Paper Assets") in exchange for a number of shares of common stock, with no par value, of the Subsidiary (the "Subsidiary Stock") to be determined by the directors of Subsidiary and the assumption of the obligations and liabilities of the Parent in respect of the Paper Assets in existence or accruing prior to the Effective Date, as defined below (the "Assumed Liabilities"). In furtherance of the foregoing, the parties agree as follows:

1. Contribution of Paper Assets. Subject to the terms and conditions hereof, Parent will contribute to the capital of, and convey, transfer and assign to, Subsidiary, the Paper Assets, valued in the aggregate at their fair market value (the "Capital Commitment") with effect from the earliest moment (the "Effective Time") on June 27, 2004 or such other date as agreed by the parties (the "Effective Date"). On the Effective Date, the Subsidiary agrees to issue to the Parent in exchange for such Capital Commitment the Subsidiary Stock and the Subsidiary agrees to assume the Assumed Liabilities. In addition, Subsidiary agrees to assume, fulfil and perform, and indemnify and save harmless Parent in respect of, the obligations and liabilities of Parent accruing after the close of business on the day before the Effective Date under the leases, agreements, contracts and commitments forming part of the Paper Assets to be contributed by Parent to Subsidiary under this Agreement.

1.1. Allocation of Assumed Liabilities. The Assumed Liabilities assumed by Subsidiary under this Agreement shall be allocated as follows:

- (i) first, pro-rata to each of the Schedule A Assets, based on the fair market value of each such asset, but in no event shall the amount so allocated to a particular property exceed the fair market value of such property;
- (ii) second, the balance of the Assumed Liabilities after the allocation described in paragraph (i) above, if any, to each of the remaining Paper Assets, other than the Schedule A Assets, the interest in Fraser N.H. LLC or the preferred interest in Katahdin Paper Company LLC, on a pro-rata basis based on the fair market value of each such property, but in no event shall the amount so allocated to a particular property exceed the fair market value of such property; and

The parties hereto have executed this Agreement as of the date set forth above.

**FRASER PAPERS INC.**

By: 

By: \_\_\_\_\_

**ANTONIO LEVESQUE & SONS, INC.**

By: 

By: \_\_\_\_\_

### SCHEDULE A

The assets to be contributed by the Parent to Subsidiary mean the undertaking, property and assets of the paper operations at present carried on by the Parent in the United States (the "Paper Business"), wheresoever situate, including, without limitation, the following:

- (1) all machinery and equipment and all tools, handling equipment, furniture, furnishings and accessories owned by the Parent and used in connection with the Paper Business;
- (2) the full benefit of all leases of machinery and equipment in which the Parent is lessee relating to the Paper Business;
- (3) all inventories of the Paper Business including, without limiting the generality of the foregoing, all finished goods, work in progress and raw materials;
- (4) all new and unused production, shipping and packaging supplies owned by the Parent and relating to the Paper Business;
- (5) all of the accounts receivable of the Paper Business;
- (6) the full benefit of all franchise, licence or management agreements and all other contracts or commitments to which the Parent is entitled in connection with the Paper Business including without limiting the generality of the foregoing.
  - (a) all unfilled orders received by the Parent in connection with the Paper Business;
  - (b) all forward commitments to the Parent for supplies or materials entered into in the usual and ordinary course of the Paper Business for use in the Paper Business whether or not there are any written contracts with respect thereto; and
  - (c) the further contracts and commitments;
- (7) the full benefit of all licences, registrations, permits and quotas required to carry on the Paper Business in its usual and ordinary course;
- (8) all the right, title, benefit and interest of the Parent in and to all registered trade marks, trade names, patents and copyrights, all unregistered trade marks, trade names and copyrights, and all patent applications, trade mark registration applications and copyright registration applications, both domestic and foreign, owned or made by the Parent in connection with the Paper Business;
- (9) all the right, title, benefit and interest of the Parent in and to all of the designs, inventions, licences, sub-licences, franchises, formulae, recipes, processes, technology and other industrial property of or used in connection with the Paper Business;

- 7 -

- (10) computer software used in connection with the Paper Business;
- (11) the goodwill of the Paper Business including, without limiting the generality of the foregoing,
- (a) the exclusive right to the Subsidiary to represent itself as carrying on the Paper Business in continuation of and in succession to the Parent and the right to use any words indicating that the Paper Business is so carried on including, without limiting the generality of the foregoing, the use if otherwise permitted by law of the corporate name "Fraser Papers Inc." and the trade names "Fraser Papers"; and
  - (b) all records of sales, customer lists and supplier lists of or used in connection with the Paper Business;
- (12) all pre-paid expenses and deposits relating to the Paper Business including, without limiting the generality of the foregoing, all pre-paid taxes and water rates, all pre-paid purchases of gas, oil and hydro, all pre-paid lease payments;
- (13) all plans and specifications in the Parent's possession or under its control relating to the plant buildings, structures, erections, improvements, appurtenances and fixtures situate on or forming part of the all freehold and leasehold property and interests of the Parent therein described in Annex I attached hereto including, without limiting the generality of the foregoing, all such electrical, mechanical and structural drawings related thereto as are in the possession or under the control of the Parent; and
- (14) all personnel records, inspection records and other records, books, documents and data bases relating to the Paper Business or to the assets described in this Schedule A as are in the possession or under the control of the Parent.