

TRADEMARK ASSIGNMENT

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
International Paper Company		10/13/2005	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Smart Papers, LLC		
Street Address:	601 North B Street		
City:	Hamilton		
State/Country:	OHIO		
Postal Code:	45013		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1334289	LYNNFIELD	
CORRESPONDENCE DATA			
Fax Number:	(215)568-6603		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-568-6060		
Email:	LLori@klehr.com		
Correspondent Name:	Lisa A. Lori		
Address Line 1:	260 South Broad Street		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19102		
ATTORNEY DOCKET NUMBER:	11463-0010		
NAME OF SUBMITTER:	Lisa A. Lori		
Signature:	/Lisa A. Lori/		
Date:	10/17/2005		

CH \$40.00 1334289

Total Attachments: 2

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ASSIGNMENT

The undersigned International Paper Company, a New York corporation with its principal place of business located at 6825 Tri-Ridge Boulevard, Loveland, OH 45140, US (the "Assignor"), hereby transfers and assigns to Smart Papers, LLC, a Delaware corporation, with its principal place of business located at 601 North B Street, Hamilton, OH 45013, US (the "Assignee"), all right, title and interest in and to the trademark application(s) and/or registration(s) in the United States Patent and Trademark Office identified and described below:

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
LYNNFIELD	73504359	1334289	05/07/1985

and the goodwill of the business associated therewith (collectively, the "Trademark(s)").

The Assignor does hereby assign unto the Assignee all of its right, title, and interest in and to the Trademark(s), free and clear of all liens and encumbrances, together with all of the goodwill of the business associated with and symbolized by such Trademark, the registration thereof and therefor, and any rights of the Assignor to sue any third parties for any past infringement of or to the Trademark, for the use and behoof of Assignee and its successors, assigns or other legal representative and to prosecute such application and registration in the United States Patent and Trademark Office.

After the execution of this Trademark Assignment, at the request of the Assignee and at the Assignee's expense, but without additional consideration to the Assignor, the Assignor will execute and deliver to the Assignee from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver more effectively to the Assignee the Trademark, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Trademark and to give full effect to this Trademark Assignment.

This Trademark Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

In witness whereof, intending to be legally bound hereby, the Assignor has duly executed this Trademark Assignment.

[ASSIGNOR]

Dated: 10/13/05

Richard C Stewart II

By: RICHARD C. STEWART, II
Title: ASSISTANT SECRETARY

This 13th day of October, 2005, before me personally came the before-mentioned RICHARD C. STEWART, II, known as the individual who executed the foregoing Assignment, who acknowledged to me that (he) executed the same of (his) own free will for the purposes therein set forth.

Witness my hand and Notarial seal the day and year immediately above-written.

Stephanie A Haupt
Notary Public

(SEAL)



STEPHANIE A. HAUPT
Notary Public
In and for the State of Ohio
My Commission Expires
November 11, 2007