

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		09/16/2005	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Nevamar Company, LLC
Street Address:	400 Atlantic Avenue
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06921
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1010660	VINYLFACE
Registration Number:	1391590	NEVAMAR
Registration Number:	1065806	PLUSWOOD
Registration Number:	1062256	P
Registration Number:	1077873	MELAFACE
Registration Number:	1477707	MELAFACE
Registration Number:	678253	NEVAMAR
Registration Number:	1206166	NEVAMAR ARP SURFACE

CORRESPONDENCE DATA

Fax Number: (617)951-7050

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

Phone: 617-951-7790

Email: ronald.duvernay@ropesgray.com

Correspondent Name: Ronald M. Duvernay

Address Line 1: One International Place

TRADEMARK

REEL: 003178 FRAME: 0674

900034385

CH \$215.00 1010660

Address Line 2: Ropes & Gray LLP
Address Line 4: Boston, MASSACHUSETTS 02110-2624

ATTORNEY DOCKET NUMBER: KOLC020-TIP

NAME OF SUBMITTER: Ronald M. Duvernay

Signature: /r duvernay/

Date: 10/20/2005

Total Attachments: 4
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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT OF TRADEMARKS, effective as of July 1, 2002 (this "Assignment"), by International Paper Company ("Assignor"), a New York corporation with its principal place of business at 400 Atlantic Avenue, Stamford, CT 06921, is in favor of Nevamar Company, LLC ("Assignee"), a Delaware limited liability company with its principal place of business at 7240 Parkway Drive, Suite 310, Hanover, MD 21076. All capitalized terms not otherwise defined herein shall have the definitions given in the Purchase Agreement.

WHEREAS, Assignor and Assignee are parties to that certain Amended and Restated Purchase Agreement, dated as of June 6, 2002 (the "Purchase Agreement"), pursuant to which Assignor has agreed to transfer to Assignee and Assignee has agreed to accept from Assignor certain of the assets including, but not limited to, trademarks, trade names, labels and other trade dress and copyrights (including goodwill associated therewith), exclusively relating to the Business and to become the successor to such Business or portion thereof to which any U.S. trademark applications filed on the basis of "intent-to-use" relate, which Business is ongoing and existing:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, set over, and deliver to assignee all of the Assignor's rights, title, and interest, in and to:

- (i) the trademarks set forth on Schedule A hereto, including all registrations and applications thereof, all registrations which may be granted in respect of such applications, all renewals of such registrations, and all common law rights therein;
- (ii) the goodwill of the business symbolized by such trademarks;
- (iii) all causes of actions, claims and demands or other rights for, or arising from, any infringement, including past infringement, of such trademarks;
- (iv) all rights corresponding thereto throughout the world; and
- (v) all prosecution history files for such trademark registrations and applications for trademark registration in the possession of International Paper Company, as well as records, prototypes, specimens, and materials contained in such files;

From time to time after the date hereof for a commercially reasonable time period after the Closing, at the request of either party hereto, and at the expense of the party so requesting, each of the parties hereto shall execute and deliver to such requesting party such documents and take such other actions as such requesting party may reasonably request in order to consummate more effectively the transactions contemplated hereby.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

INTERNATIONAL PAPER COMPANY

By: *RM CS II*
Name: RICHARD C. STEWART, II
Title: ASSISTANT SECRETARY

STATE OF Ohio)
COUNTY OF Brown) ss.

I, a notary public, in and for the county and state aforesaid, do hereby certify that RICHARD C. STEWART known to me to be the ASSISTANT SECRETARY of International Paper Company and acknowledge that (s)he signed the above and foregoing instrument as his (her) free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 16 day of September, 2005.

Stephanie A. Haupt
Notary Public

My commission expires November 11, 2007



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

Acknowledged and Accepted:

NEVAMAR COMPANY, LLC

By: [Signature]
Name: ~~Jim Tees~~ JAMES P. TEES
Title: President

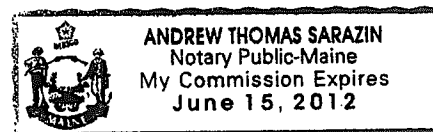
STATE OF Maine)
COUNTY OF Cumberland) ss.

I, a notary public, in and for the county and state aforesaid, do hereby certify that Jim Tees is known to me to be the President of Nevamar Company, LLC and acknowledge that he signed the above and foregoing instrument as his free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 30th day of September, 2005.

Andrew Thomas Sarazin
Notary Public

My commission expires June 15th 2012



SCHEDULE A**TRADEMARK REGISTRATIONS**

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>COUNTRY</u>
VINYLFACE	1,010,660	May 13, 1975	U.S.A.
NEVAMAR (Stylized)	1,391,590	April 29, 1986	U.S.A.
PLUSWOOD	1,065,806	May 17, 1977	U.S.A.
P (Stylized)	1,062,256	March 29, 1977	U.S.A.
MELAFACE	1,077,873	November 22, 1977	U.S.A.
MELAFACE (Stylized)	1,477,707	February 23, 1988	U.S.A.
NEVAMAR	678,253	May 12, 1959	U.S.A.
NEVAMAR ARP SURFACE (Stylized)	1,206,166	August 24, 1982	U.S.A.