

**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		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SW Industries, Inc.		08/31/1999	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SW Paper, Inc.		
<b>Street Address:</b>	Southborough Technology Park		
<b>City:</b>	Southborough		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01772		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2787693		
<b>Registration Number:</b>	2686915	SMART	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(919)854-1401		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(919) 854-1400		
<b>Email:</b>	ecampion@myersbigel.com		
<b>Correspondent Name:</b>	James R. Cannon		
<b>Address Line 1:</b>	P.O. Box 37428		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27627		
<b>ATTORNEY DOCKET NUMBER:</b>	5690-99.1 AND 5690-114		
<b>NAME OF SUBMITTER:</b>	James R. Cannon		
<b>Signature:</b>	/James R. Cannon/		
<b>Date:</b>	03/29/2006		

CH \$65.00 2787693

**Total Attachments: 4**

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ASSIGNMENT, BILL OF SALE AND ASSUMPTION AGREEMENT.

THIS ASSIGNMENT, BILL OF SALE AND ASSUMPTION AGREEMENT is made and entered into as of the close of business on August 31, 1999, between SW Industries, Inc. ("Industries"), a Delaware corporation, and SW Paper, Inc. ("Newco"), a Delaware corporation.

WITNESSETH:

WHEREAS, Industries desires to transfer to Newco, in accordance with Section 351 of the Internal Revenue Code of 1986, as amended (the "Code"), the assets of the Stowe Woodward/Mount Hope Division of Industries (the "Division") set forth on Schedule A hereto, subject to the liabilities of the Division set forth on Schedule B hereto; and

WHEREAS, Newco is willing to transfer to Industries, in accordance with Section 351 of the Code, 100 shares of the authorized common stock, \$1.00 par value (the "Common Stock") of Newco, which represents all of the issued and outstanding shares of stock of Newco; and to assume the liabilities set forth on Schedule B hereto in exchange for the assets; and

WHEREAS, the parties desire that such transfer and exchange shall take place as of the close of business on August 31, 1999 (the "Effective Date");

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements of the parties set forth herein, it is hereby agreed as follows:

1. Industries does hereby grant, exchange, assign, convey, transfer and deliver (hereinafter collectively referred to as "Transfer") to Newco all of its right, title and interest in and to the assets of the Division existing as of the close of business on August 31, 1999, including, without limitation, any and all real property, improvements, buildings, equipment, machinery, fixtures, furniture, automobiles and trucks, tools and dies, office equipment, personal and mixed property (tangible or intangible), cash, bank accounts, notes and accounts receivable, all claims and causes of action of any nature whether presently existing or arising hereafter, the right to use the names "Stowe Woodward" and "Mount Hope", patents and trademarks and applications therefor (foreign or domestic), inventions (including those for which applications for patents have not yet been made), discoveries, improvements, processes, formulae, trade secrets and other know-how (whether patentable or not), books and records, leases and leasehold interests, contract rights, works-in-progress, finished goods, stock and inventory, and all rights, licenses and other agreements (including agreements with the Division's employees), to which the Division may be a party or in which it may have an interest (hereinafter collectively referred to as the "Assets").

2. Effective as of the Effective Date, Newco accepts the Transfer of the Assets and in exchange therefor, hereby (i) agrees to issue and transfer 100 shares of Common Stock of Newco to Industries, and (ii) assumes and agrees to discharge and perform all of the obligations, liabilities, covenants and duties of Industries reflected on Schedule B hereto.

3. (a) Newco is hereby appointed the agent of Industries, with the power to act in its name and stead, to take all such actions, including the commencement and conduct of legal proceedings, as Newco may deem necessary or desirable in order to complete, ensure and protect the Transfer of the Assets to Newco and to reduce the Assets Transferred hereby to Newco's possession.

(b) Industries, for itself and its successors and assigns, hereby covenants and agrees that it will, whenever and as often as required to do so by Newco, do, execute, acknowledge and deliver any and all such further acts, deeds, assignments, approvals, consents, transfers, conveyances, confirmations, powers of attorney and other instruments of further assurance as Newco may reasonably require in order to complete, ensure and protect the Transfer to Newco of all of Industries's right, title and interest in and to the Assets.

(c) Industries, for itself and its successors and assigns, covenants and agrees with Newco to warrant and defend Newco's title to the Assets Transferred hereunder against all persons.

(d) Industries and Newco agree to cooperate with each other in order to effectuate the treatment of the transactions contemplated by this agreement as a transfer to a corporation controlled by the transferor in accordance with Section 351 of the Code.

IN WITNESS WHEREOF, Industries and Newco have each caused this instrument to be duly executed on their respective behalf as of the close of business on

August 26, 1999.

SW INDUSTRIES, INC.

By: 

Michael D. Collins,  
Vice President

SW PAPER, INC.

By: 

Irwin R. Shur,  
Vice President