

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
EFFECTIVE DATE:	11/05/2004		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Paper Trademark Company		11/05/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	International Paper Company		
Street Address:	6400 Poplar Avenue		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38197		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78266842	IP WOOD	
CORRESPONDENCE DATA			
Fax Number:	(513)248-6455		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	513-248-6332		
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Correspondent Name:	Stephanie A. Haupt		
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Address Line 4:	Loveland, OHIO 45140		
ATTORNEY DOCKET NUMBER:	IP WOOD - ASSIGNMENT		
NAME OF SUBMITTER:	Stephanie A. Haupt		
Signature:	/Stephanie A. Haupt/		

CH \$40.00 78266842

Date:

07/10/2006

Total Attachments: 2

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TRADEMARK AGREEMENT AND ASSIGNMENT

This AGREEMENT, effective this the 5th day of November, 2004, is by and between International Paper Trademark Company, a Delaware corporation having a place of business at 919 Market Street, Wilmington, Delaware 19801 ("IPTC"), and International Paper Company, a new York corporation having a place of business at 400 Atlantic Street, Stamford, Connecticut 06921 ("IPCO").

WHEREAS, IPCO is a company doing business in the forest products and distribution industries and (through its various business units) is continuously developing, using and/or adopting new products and services;

WHEREAS, in connection with the development of IPCO's products and/or services, IPCO is continuously developing, using and/or adopting trade dress, logos, trademarks and other indicia useful in the sales and marketing of IPCO's products and/or services;

WHEREAS, IPTC is a wholly-owned subsidiary of IPCO that was formed to operate as a special purpose company for the protection and management of IPCO's US trade dress, logo and trademark rights associated with the development, use and/or adoption of IPCO's products and/or services;

WHEREAS, IPTC was formed more specifically for the purpose of, among other things:

Holding title to all rights under IPCO's US trade dress, logos and/or trademarks that are or that will be developed, used and/or adopted by IPCO, and to all rights under any registrations therefor,

Filing applications in the US Patent and Trademark Office to register such trade dress, logos and/or trademarks based upon IPCO's actual use and/or on an intent to use same, and to prosecute such applications,

Policing and protection of IPCO's trade dress, logo and/or trademark rights, including monitoring IPCO's internal usage thereof, monitoring quality of products and/or services sold or offered for sale thereunder, protecting against infringement by third parties of IPCO's rights thereunder; filing renewal applications and supporting implementation of IPCO's corporate branding strategy for enhancing the value of the INTERNATIONAL PAPER mark and logo,

Exploitation of IPCO's trade dress, logo and/or trademark rights through licensing or other means,

Prevention of IPCO's infringement of third party trademark rights, and

Investment and cash management;

WHEREAS, for the purposes recited above, IPCO assigned to IPTC all IPCO's rights in and to those trade dress, logos and/or trademarks developed, used and/or adopted by IPCO, in the goodwill represented thereby, in any registrations therefor, and including the right to register any such trade dress, logos and/or trademarks, the right to sue for past and future infringements thereof and the right to register any such trade dress, logos and/or marks in the US; and,

WHEREAS, effective immediately, IPCO desires to perform for itself those services, functions and operations heretofore performed by IPTC, and as such, the parties have agreed to dissolve IPTC such that all of IPTC's rights under any agreement between the parties relating to IPTC's management of IPCO's trade dress, logos and/or trademarks shall revert to, be merged into, assigned to and/or be owned by IPCO.

NOW THEREFORE, in consideration of the mutual promises and covenants herein made, the parties hereto hereby agree as follows.

The term "TRADEMARKS" as used herein shall mean those trade names, logos, trademarks, service marks, trademark registrations and/or applications for registration shown, depicted and/or represented in the registrations and/or applications for registration listed in the attached Schedule A, which is hereby incorporated hereinto by reference.

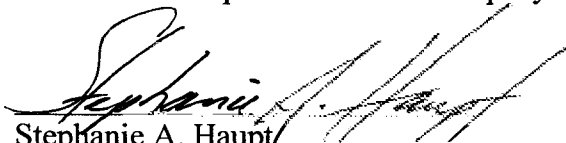
IPTC does hereby assign, transfer and convey unto IPCO, its successors and assigns, its entire right, title and interest in the TRADEMARKS and in the goodwill associated therewith and represented thereby, including the right to sue and recover for past infringements thereof.

IPTC hereby represents that it is the owner of the TRADEMARKS and that it has the full right to convey all right, title and interest in and to said TRADEMARKS; that it has not executed any writing or agreement in conflict herewith; and, that it agrees to execute any further documents which IPC may reasonably require to perfect IPC's interest in the TRADEMARKS hereby conveyed.

IPCO and IPTC hereby cancel, rescind, revoke and terminate any agreement made between them concerning the TRADEMARKS, including a certain trademark license agreement made effective as of 01 December 1990. The parties are released of any obligation created under any such agreements, unless such obligation survives termination of its respective agreement, as expressly provided-for therein. All rights previously conveyed to IPTC from IPCO are hereby assigned to IPCO.

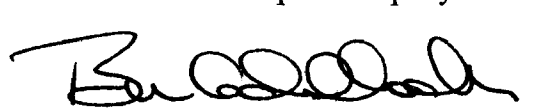
IN WITNESS WHEREOF, IPTC and IPCO have each caused this Agreement to be executed by its duly authorized representatives.

International Paper Trademark Company


Stephanie A. Haupt
Assistant Secretary

Date: 05 November 2004

International Paper Company


Brian J. Cadwallader
Assistant Secretary

Date: 05 November 2004