

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		08/01/2006	CORPORATION: TENNESSEE

RECEIVING PARTY DATA	
Name:	CMP Holdings LLC
Street Address:	6775 Lennox Court Park
Internal Address:	Building E, 1st Floor
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38115
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3051555	LIBERTY
Registration Number:	2703228	ADVOCATE
Registration Number:	1542526	INFLUENCE
Registration Number:	2331367	INFLUENCE SOFT-GLOSS
Registration Number:	2560485	PEOPLE AND PAPER THAT CREATE RESULTS
Registration Number:	2715986	SAVVY
Registration Number:	2241856	SLIDE PAL
Registration Number:	2698738	TRILOGY
Registration Number:	2576468	VELOCITY
Registration Number:	1434704	WEBEXPRESS
Registration Number:	2347019	WEBEXPRESS
Registration Number:	2929598	NEXTIER
Registration Number:	2931588	EZ-CONTROL

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Registration Number:	2931589	EZ-PRINTER
Registration Number:	3030600	EZ-SUITE
Registration Number:	2931590	EZ-SUPPLIER
Registration Number:	2696684	TRANSIT ADVANTAGE
Registration Number:	1232416	QUINNESEC

CORRESPONDENCE DATA

Fax Number: (212)751-4864

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

Phone: 212-906-1200

Email: jeffrey.tochner@lw.com

Correspondent Name: Jeffrey Tochner

Address Line 1: 885 Third Avenue

Address Line 2: Suite 1000

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	029804-0034
NAME OF SUBMITTER:	Jeffrey A. Tochner
Signature:	/Jeffrey A. Tochner/
Date:	08/03/2006

Total Attachments: 6

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PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this “**Patent Assignment**”) is made this 1st day of August, 2006, by and between International Paper Company, a corporation organized under the laws of the State of New York, with a principal place of business at 6400 Poplar Avenue, Memphis, Tennessee 38197 (“**Assignor**”) and CMP Holdings LLC, a limited liability company organized under the laws of the State of Delaware (“**Assignee**”).

WITNESSETH:

WHEREAS, Assignor and Assignee are party to that certain Agreement of Purchase and Sale dated as of June 4, 2006, as amended by Amendment No. 1 to Agreement of Purchase and Sale, effective as of August 1, 2006 (as amended, “**Purchase Agreement**”);

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to assign to Assignee all of Assignor’s right, title and interest in and to the Transferred Intellectual Property (as defined in the Purchase Agreement), including all of Assignor’s inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all provisionals, reissues, continuations, continuations-in-part, divisions, revisions, extensions, and reexaminations thereof that are used or held for use exclusively in the Business as of the Closing, including the patents and patent applications listed on Schedule A attached hereto (collectively, the “**Transferred Patents**”), and

WHEREAS, Assignee and Assignor are desirous of executing an instrument of assignment for recordation with the United States Patent and Trademark Office.

NOW THEREFORE, in consideration of the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **Definitions.** For purposes of this Patent Assignment, capitalized terms shall have the meaning set forth in the body of this Patent Assignment or the Purchase Agreement.
2. **Assignment.** Subject to the terms and conditions of the Purchase Agreement, Assignor, on behalf of itself and its Subsidiaries, hereby sells, conveys, assigns and transfers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of the right, title and interest of Assignor and its Subsidiaries in and to the Transferred Patents, all copies and tangible embodiments of the Transferred Patents (in whatever form or medium), all rights in or licenses to or from a third Person in any of the Transferred Patents, and all past, present or future claims or causes of action arising out of or related to any infringements, dilutions, or misappropriations of any of the Transferred Patents.
3. **Further Assurances.** Assignor agrees, without further consideration, to execute and deliver such further documents as Assignee may reasonably request to effectuate this

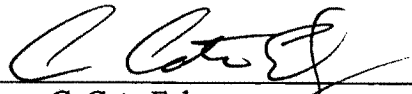
Assignment and to permit Assignee to be duly recorded as the registered owner of the rights hereby conveyed.

4. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person or Persons (including, without limitation, any employee or collective bargaining representatives thereof) any rights, benefits or remedies of any nature whatsoever under or by reason of this Patent Assignment.
5. Binding Effect. This Patent Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors (whether by operation of law or otherwise) and assigns.
6. Conflicts. In the event of a conflict between this Patent Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall control.
7. Governing Law. This Patent Assignment, including all matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

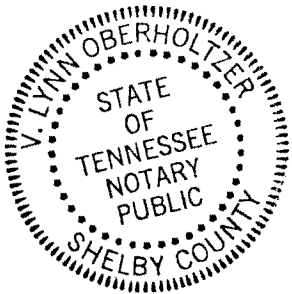
INTERNATIONAL PAPER COMPANY

By: 
Name: C. Cato Ealy
Title: Senior Vice President

STATE OF *Tennessee*)
)
 : ss.:
COUNTY OF *Shelby*)

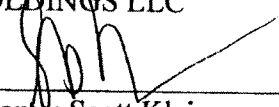
On this 1st day of August, 2006, before me personally appeared C. Cato Ealy, known to me, who being duly sworn, did depose and say that the foregoing Patent Assignment was made for purposes and considerations so stated, and that he was authorized to act on behalf of International Paper Company in entering into such Patent Assignment.

V. Lynn Oberholtzer
Notary Public: *V. Lynn Oberholtzer*
My commission expires:



My Commission Expires August 25, 2009

CMP HOLDINGS LLC

By: 
Name: Scott Kleinman
Title: President

SCHEDULE A

TRANSFERRED PATENTS

1. Application PI0313537-3 filed July 15, 2003, titled Multi-party, Multi-tier System for Managing Paper Purchase and Distribution pending in Brazil
2. Application 2494414 filed July 15, 2003, titled Multi-party, Multi-tier System for Managing Paper Purchase and Distribution pending in Canada
3. Publication No. 1573616 filed July 15, 2003, titled Multi-party, Multi-tier System for Managing Paper Purchase and Distribution published under the European Patent Convention
4. Application P-374880 filed July 15, 2003, titled Multi-party, Multi-tier System for Managing Paper Purchase and Distribution pending in Poland
5. Application 2005105303 filed July 15, 2003, titled Multi-party, Multi-tier System for Managing Paper Purchase and Distribution pending in Russian Federation
6. Application 10/209366 filed July 30, 2002, titled Multi-party, Multi-tier System for Managing Paper Purchase and Distribution pending in United States of America
7. Application 2503966 filed November 25, 2003, titled Using Shoe Nip Calenders to Produce Super High Bulk No. 5 Web Offset light Weight Coated (LWC) Groundwood Containing Papers pending in Canada
8. Application 200380104201 filed November 25, 2003, titled Using Shoe Nip Calenders to Produce Super High Bulk No. 5 Web Offset light Weight Coated (LWC) Groundwood Containing Papers pending in People's Republic of China
9. Publication No. 1565614 filed November 25, 2003, titled Using Shoe Nip Calenders to Produce Super High Bulk No. 5 Web Offset light Weight Coated (LWC) Groundwood Containing Papers published under the European Patent Convention
10. Application 2004-554833 filed November 25, 2003, titled Using Shoe Nip Calenders to Produce Super High Bulk No. 5 Web Offset light Weight Coated (LWC) Groundwood Containing Papers pending in Japan
11. Application 2005-7009425 filed November 25, 2003, titled Using Shoe Nip Calenders to Produce Super High Bulk No. 5 Web Offset light Weight Coated (LWC) Groundwood Containing Papers pending in the Republic of Korea
12. Publication No. 04-0099391 filed July 10, 2003, titled Process for Producing Super High Bulk, Light Weight Coated Papers published in the United States of America
13. Patent No. 6504625 titled System and Method for Print Analysis granted in United States of America
14. Application PI0408509-4 filed March 19, 2004, titled Using a Metered Size Press to Produce Lightweight Coated Rotogravure Paper pending in Brazil
15. Application 2519638 filed March 19, 2004, titled Using a Metered Size Press to Produce Lightweight Coated Rotogravure Paper pending in Canada

16. Publication 1623068 filed March 19, 2004, titled Using a Metered Size Press to Produce Lightweight Coated Rotogravure Paper published under the European Patent Convention
17. Publication No. 04-0208999 filed March 19, 2004, titled Using a Metered Size Press to Produce Lightweight Coated Rotogravure Paper published in the United States of America
18. Application 60/726031 filed October 12, 2005, titled Spray Coating Formulations and Coated Paper and Board Products pending in the United States of America
19. Unfiled patent titled A Method To Maintain Liquid Curtain Film in Coating Process for the United States of America (CSC-024173)
20. Application 11/361,916 filed February 24, 2006, titled Paper Roll Edge Trimming Method and Apparatus pending in the United States of America
21. Unfiled patent titled A Surface Treatment Method For Contour/Non-impact Coating Process for the United States of America (CSC-025447)
22. Unfiled patent titled Gravure and Offset Printable Coated Freesheet for the United States of America (CSC-027812)
23. Patent No. 6024835 titled Quality Control Apparatus and Method For Paper Mill granted in the United States of America
24. Patent No. 5283129 titled Light Weight Paper Stock granted in the United States of America
25. Patent Number 7018509 titled Elimination of Alum Yellowing of Aspen Thermomechanical Pulp Through Pulp Washing granted in the United States of America
26. Divisional Application 11/330503 filed January 12, 2006, titled Elimination of Alum Yellowing of Aspen Thermomechanical Pulp Through Pulp Washing pending in the United States of America