

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the underlying Trademark Security Agreement and citizenship of Assignor(s) and Assignee (see document for details) previously recorded on Reel 003361 Frame 0503. Assignor(s) hereby confirms the assignment of the entire interest and the goodwill.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
International Paper Company		08/01/2006	CORPORATION: NEW YORK

RECEIVING PARTY DATA

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

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

CH \$465.00 3051555

Registration Number:	2929598	NEXTIER
Registration Number:	2931588	EZ-CONTROL
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 A. 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:	08/04/2006

Total Attachments: 6
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**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

AUGUST 03, 2006

PTAS

900054788AJEFFREY TOCHNER
885 THIRD AVENUE
SUITE 1000
NEW YORK, NY 10022

900054788A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 08/03/2006

REEL/FRAME: 003361/0503

NUMBER OF PAGES: 8

BRIEF: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
DOCKET NUMBER: 029804-0034

ASSIGNOR:

INTERNATIONAL PAPER COMPANY

DOC DATE: 08/01/2006

CITIZENSHIP: TENNESSEE

ENTITY: CORPORATION

ASSIGNEE:

CMP HOLDINGS LLC
6775 LENNOX COURT PARK
BUILDING E, 1ST FLOOR
MEMPHIS, TENNESSEE 38115

CITIZENSHIP: TENNESSEE

ENTITY: LIMITED LIABILITY COMPANY

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Trademark 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 trademarks, service marks, trade dress, logos, brand names, trade names, domain names, and corporate names including all goodwill associated therewith and all applications, registrations, and renewals in connection therewith used or held for use exclusively in the Business as of the Closing, including the trademark registrations and applications listed on Schedule A attached hereto (collectively, the “**Transferred Trademarks**”), and

WHEREAS, Assignee and Assignor are desirous of executing an instrument of assignment for recordation of the assignment 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:

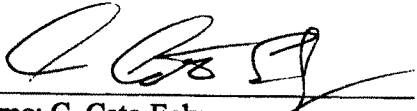
1. **Definitions.** For purposes of this Trademark Assignment, capitalized terms shall have the meaning set forth in the body of this Trademark Assignment or the Purchase Agreement.
2. **Assignment.** Subject to the terms and conditions of the Purchase Agreement, Assignor, on behalf of itself and its 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 Trademarks, all copies and tangible embodiments of the Transferred Trademarks (in whatever form or medium), the goodwill of the Business connected with the use and symbolized by the Transferred Trademarks, all rights in or licenses to or from a third Person in any of the Transferred Trademarks, 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 Trademarks.

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 Trademark Assignment.
5. Binding Effect. This Trademark 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 Trademark Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall control.
7. Governing Law. This Trademark 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 Trademark Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

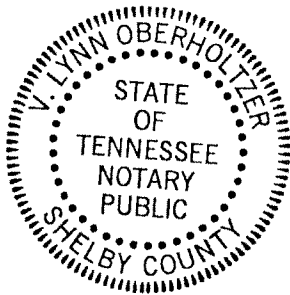
INTERNATIONAL PAPER COMPANY

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 Trademark 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 Trademark Assignment.

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



My Commission Expires August 25, 2009

CMP HOLDINGS LLC

By: 

Name: Scott Kleinman

Title: President

SCHEDULE A

TRANSFERRED TRADEMARKS

1. Liberty, US Registration No. 3051555, registered on January 24, 2006
2. Advocate, US Registration No. 2703228, registered on April 1, 2003 (class 16)
3. Influence, US Registration No. 1542526, registered on June 6, 1989 (class 16)
4. Influence Soft-Gloss, US Registration No. 2331367, registered on March 21, 2000 (class 16)
5. People And Paper That Create Results, US Registration No. 2560485, registered on April 9, 2002 (class 16)
6. Savvy, US Registration No. 2715986, registered on May 13, 2003 (class 16)
7. Slide Pal, US Registration No. 2241856, registered on April 27, 1999 (class 9)
8. Trilogy, US Registration No. 2698738, registered on March 18, 2003 (class 16)
9. Velocity, US Registration No. 2576468, registered on June 4, 2002 (class 16)
10. Webexpress, US Registration No. 1434704, registered on March 31, 1987 (class 16)
11. Webexpress, US Registration No. 2347019, registered on May 2, 2000 (class 35)
12. Nextier, US Registration No. 2929598, registered on March 1, 2005 (class 35)
13. Ez-Control, US Registration No. 2931588, registered on March 8, 2005 (class 9)
14. Ez-Printer, US Registration No. 2931589, registered on March 8, 2005 (class 9)
15. Ez-Suite, US Registration No. 3030600, registered on December 13, 2005 (class 35)
16. Ez-Supplier, US Registration No. 2931590, registered on March 8, 2005 (class 9)
17. Transit Advantage, US Registration No. 2696684, registered on March 11, 2003
18. Quinnesec, US Registration No. 1232416, registered on March 29, 1983