

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
American Fiber Resources, LLC		10/31/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SFK Pulp Recycling U.S. Inc.		
Street Address:	4000 St-Eusebe		
City:	Saint-Felicien, Quebec		
State/Country:	CANADA		
Postal Code:	G8K 2R6		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2500719	AFR	
Registration Number:	2621698	AMERICAN FIBER RESOURCES	
Registration Number:	2540929		
CORRESPONDENCE DATA			
Fax Number:	(215)981-4750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(215) 981-4547		
Email:	leonardm@pepperlaw.com		
Correspondent Name:	Michael J. Leonard, Esquire		
Address Line 1:	Eighteenth & Arch Streets		
Address Line 2:	3000 Two Logan Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2799		
ATTORNEY DOCKET NUMBER:	131544.2		

OP \$90.00 2500719

DOMESTIC REPRESENTATIVE

900061532

**TRADEMARK
 REEL: 003419 FRAME: 0590**

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Michael J. Leonard, Esquire

Signature:

/michael leonard/

Date:

11/01/2006

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made as of October 31, 2006 by AMERICAN FIBER RESOURCES, LLC, a Delaware limited liability company, with its principal place of business at 702 AFR Drive, Fairmont, West Virginia 26554 ("Assignor") to SFK PULP RECYCLING U.S. INC., a Delaware corporation, with its principal place of business at 4000 St-Eusèbe, Saint-Félicien, Québec, Canada G8K 2R6 ("Assignee").

In connection with that certain Asset Purchase Agreement entered into by and among Assignor, Assignee, SFK PULP GENERAL PARTNERSHIP, GLPC RESIDUAL MANAGEMENT, LLC, GREAT LAKES PULP COMPANY, AFR HOLDCO, INC., PULP & PAPER HOLDCO, INC., and AMERICAN FIBER INTERNATIONAL OF NEW YORK, INC. dated August 17, 2006 (as amended from time to time, the "Agreement"), Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the trademark(s) and domain name as set forth but not limited to those listed in the attached Exhibit A hereto (the "Trademarks"), together with the good will of the business symbolized thereby.

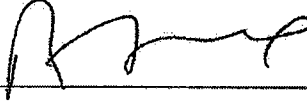
NOW, THEREFORE, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Trademarks, together with the good will of the business symbolized thereby.
2. Title. Assignor hereby represents and warrants that it has not heretofore granted any license, right or privilege with regard to the Trademarks, or in any other way encumbered the same, and that it has the full right to convey, free of licenses and encumbrances (except those that shall be released in connection with the consummation of the transaction contemplated by the Agreement), all right, title and interest in and to the Trademarks.
3. Right to Sue for Past Infringement. Assignor also assigns to Assignee all claims for past damages by reason of past infringement or misappropriation of the Trademarks, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Assignee's successors, assigns or other legal representatives.
4. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

5. Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

AMERICAN FIBER RESOURCES LLC

By:



Name:

Robert C. Garland

Title:

President / CEO

EXHIBIT A

U.S. TRADEMARK APPLICATIONS/REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Status</u>
AFR	2,500,719	Registered
AMERICAN FIBER RESOURCES	2,621,698	Registered
Misc. Design (Mountain Top Peaks)	2,540,929	Registered

DOMAIN NAME REGISTRATION

americanfiber.com