## 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           |
|--------------------------|----------|----------------|-----------------------|
| Great Lakes Pulp Company |          | 10/31/2006     | CORPORATION: 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: 1

| Property Type        | Number  | Word Mark                |
|----------------------|---------|--------------------------|
| Registration Number: | 2954413 | GREAT LAKES PULP & FIBRE |

### **CORRESPONDENCE DATA**

Fax Number: (215)981-4750

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

Phone: (215) 981-4547

leonardm@pepperlaw.com Email: Correspondent Name: Michael J. Leonard, Esquire Address Line 1: Eighteenth & Arch Streets 3000 Two Logan Square Address Line 2:

Address Line 4: Philadelphia, PENNSYLVANIA 19103-2799

ATTORNEY DOCKET NUMBER: 131544.2

# DOMESTIC REPRESENTATIVE

Name:

Address Line 1: Address Line 2:

> TRADEMARK **REEL: 003419 FRAME: 0860**

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| Address Line 3: Address Line 4:  |                             |  |
|--|-----------------------------|--|
| NAME OF SUBMITTER:   | Michael J. Leonard, Esquire |  |
| Signature:   | /michael leonard/           |  |
| Date:  | 11/01/2006                  |  |
| Total Attachments: 3 source=Great Lakes Pulp Company_TM assignment#page1.tif source=Great Lakes Pulp Company_TM assignment#page2.tif source=Great Lakes Pulp Company_TM assignment#page3.tif |                             |  |

TRADEMARK
REEL: 003419 FRAME: 0861

#### TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made as of October 31, 2006 by GREAT LAKES PULP COMPANY, a Delaware corporation, with its principal place of business at 701 Fourth Avenue, Menominee, Michigan 49858 ("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, AFR HOLDCO, INC., PULP & PAPER HOLDCO, INC., AMERICAN FIBER RESOURCES, LLC, 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 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. <u>Assignment</u>. 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. <u>Title</u>. 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 is 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. <u>Right to Sue for Past Infringement</u>. 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. <u>Cooperation</u>. 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.

TRADEMARK REEL: 003419 FRAME: 0862 5. <u>Binding Effect</u>. 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.

GREAT LAKES PULP COMPANY

By:

Name: Robert C. Garland

Title: President/CEO

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## **EXHIBIT A**

# **U.S. TRADEMARK APPLICATIONS/REGISTRATIONS**

Mark Registration No. Status

GREAT LAKES PULP & FIBRE & Design 2,954,413 Registered

# **DOMAIN NAME REGISTRATION**

glpf.com

TRADEMARK REEL: 003419 FRAME: 0864

**RECORDED: 11/01/2006**