

12-13-2006



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FINANCE SECTION

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

12.11.06

**1. Name of conveying party(ies):**

MANISTIQUE PAPERS, INC.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) November 16, 2006

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: MPIA, INC.

Internal Address: \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 453 S. Mackinac Avenue

City: Manistique

State: MI

Country: USA

Zip: 49854

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Delaware
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s)

2,027,675

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Peter J. Manghera

Internal Address: Reinhart Boerner Van Deuren, s.c.

Street Address: 22 E. Mifflin Street, Suite 600

City: Madison

State: WI Zip: 53701

Phone Number: (608) 229-2200

Fax Number: (608) 229-2100

Email Address: pmangher@reinhartlaw.com

**6. Total number of applications and registrations involved:**

8

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

- a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_
- b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**

*Peter J. Manghera*  
Signature

November 30, 2006

Date

12/12/2006 DBYRNE 00000076 2027675

Peter J. Manghera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

CONTINUATION SHEET

Continuation of Item 4.B.

Trademark Registration No.(s)

2,082,850

2,185,145

2,198,257

2,265,639

2,276,591

2,408,950 and

2,967,417

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment"), effective as of the 16<sup>th</sup> day of November, 2006 (the "Effective Date"), is from MANISTIQUE PAPERS, INC., a Delaware corporation (hereinafter "Assignor"), to MPIA, INC., a Delaware corporation (hereinafter "Assignee").

### RECITALS

A. Assignor is the owner of the trademarks, and all rights appurtenant thereto, including the related United States Trademark Registrations, listed on Exhibit A attached hereto (collectively the "Trademarks").

B. Assignee is the successor of Assignor's business relating to the Trademarks pursuant to an Asset Purchase Agreement between the parties hereto executed on even date herewith.

C. In accordance with the terms of this Assignment, Assignor wishes to assign the Trademarks and all rights embodied therein and all goodwill represented thereby, along with that part of the business to which the Trademarks pertain.

### AGREEMENTS

In consideration of the aforementioned recitals and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor hereby assigns the Trademarks as follows:

1. Assignment of Trademarks. Assignor assigns and transfers to Assignee all of Assignor's right, title and interest, both statutory and common law, in and to the Trademarks, along with all of the goodwill associated with the Trademarks and that part of Assignor's business to which the Trademarks pertain.

2. Assignment of Accrued Enforcement Rights. Assignor assigns and contributes to Assignee any causes of action for infringement of the Trademarks that may have accrued prior to the execution date of this Agreement.

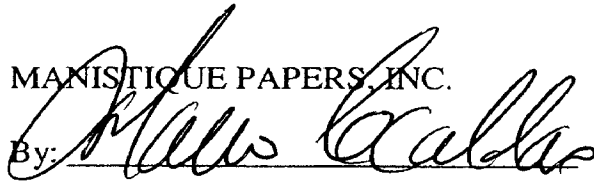
3. Assistance. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Trademarks; (2) in the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with any Trademark including, but not limited to, testifying as to any facts relating to any of the Trademarks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for any of the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign

countries; and (4) in the implementation or perfection of this Assignment, including execution of any documents necessary for recording such Assignment in appropriate foreign jurisdictions.

IN WITNESS WHEREOF, Assignor has executed this Assignment:

MANISTIQUE PAPERS, INC.

By:



Its Chief Financial Officer

EXHIBIT A

TRADEMARKS

Mark: INTERNET  
Registration No.: 2,027,675  
Registration Date: December 31, 1996  
International Class: 016  
Goods and Services: Reprographic Paper

Mark: INTERNET 100  
Registration No.: 2,082,850  
Registration Date: July 29, 1997  
International Class: 016  
Goods and Services: Coated and Uncoated Paper, Namely, Computer Paper, Tablet Paper, Envelope Paper, Offset Printing Paper, Add Roll Paper, Trayliner Paper, Bag Paper, and Reprographic Paper

Mark: INITIATIVE 100  
Registration No.: 2,185,145  
Registration Date: August 25, 1998  
International Class: 016  
Goods and Services: Envelope Paper

Mark: MANISTIQUE PAPERS, INC.  
Registration No.: 2,198,257  
Registration Date: October 20, 1998  
International Class: 016  
Goods and Services: Paper, Namely, Newsprint Paper, Offset Printing Paper, Magazine Insert Paper, Adding Machine Paper, Computer Paper, and Trayliner Paper

Mark: INTERFACE 100  
Registration No.: 2,265,639  
Registration Date: July 27, 1999  
International Class: 016  
Goods and Services: Paper, Namely, Trayliner Paper, Placemats, Bag Stock, and Foil Laminating Paper

Mark: MANISTIQUE 100  
Registration No.: 2,276,591  
Registration Date: September 7, 1999  
International Class: 016  
Goods and Services: Paper, Namely Newsprint Paper, Colored Newsprint Paper, Offset Printing Paper, Magazine Insert Paper

Mark: INTERNET

Registration No.: 2,408,950

Registrations Date: November 28, 2000

International Class: 016

Goods and Services: Coated and Uncoated Paper, Namely, Computer Paper, Tablet Paper, Envelope Paper, Offset Printing Paper, Add Roll Paper, Trayliner Paper, Bag Paper, and Reprographic Paper

Mark: MYSTIQUE

Registration No.: 2,967,417

Registration Date: July 12, 2005

International Class: 016

Goods and Services: Printing, Writing and Publication Paper