

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
PF Papers, LLC		12/21/2006	LIMITED LIABILITY COMPANY: DELAWARE
Premium Papers Holdco, LLC		12/21/2006	LIMITED LIABILITY COMPANY: DELAWARE
Smart Papers LLC		12/21/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Smart Papers Holdings LLC
Street Address:	601 North B Street
City:	Hamilton
State/Country:	OHIO
Postal Code:	45013
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	1656789	BENEFIT
Registration Number:	0736040	CARNIVAL
Registration Number:	0617479	COLORCAST
Registration Number:	1810705	CORDWAIN
Registration Number:	2588269	CORDWAIN
Serial Number:	78697363	EARTH ECO
Serial Number:	78697345	EARTH LOGIC
Serial Number:	78697348	ECO-BALANCED
Serial Number:	78697365	ECO-LOGIC
Serial Number:	78697359	ECO-LOGIC BALANCED

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Serial Number:	78697369	ENVIRON-CHOICE
Serial Number:	78553450	EVERLASTING TREASURES
Serial Number:	78553446	EVERYDAY TREASURES
Registration Number:	1717974	GENESIS
Registration Number:	1631545	GROOVE
Registration Number:	1422791	HALOPAQUE
Registration Number:	2870275	IMAGINATION AWARD
Registration Number:	0847874	KNIGHTKOTE
Registration Number:	2653879	KROMEKOTE
Registration Number:	0500202	KROMEKOTE
Registration Number:	0378900	KROMEKOTE
Registration Number:	1514557	KROMEKOTE 2000
Serial Number:	78759279	KROMEKOTE COLOR LASER PHOTO
Registration Number:	1334289	LYNNFIELD
Registration Number:	2451660	MAGNA CARTA PARCHMENT
Registration Number:	1469008	MEDALLION
Serial Number:	78293917	MERLIN MATTE
Registration Number:	2179074	MOSAIC
Registration Number:	1571919	MYSTIQUE
Registration Number:	2052750	OUTBACK
Registration Number:	1520808	PAGEANTRY
Registration Number:	1517990	PASSPORT
Registration Number:	1948996	PEGASUS
Serial Number:	76270083	SMART
Serial Number:	78697376	SMART ECO 100
Serial Number:	78697337	SMART MEMORIES
Serial Number:	78697341	SMART PAK
Serial Number:	76010801	SMART PAPER
Registration Number:	2674078	SMART PAPERS
Registration Number:	2953606	SMARTE
Serial Number:	76378920	SPECTRE
Registration Number:	2058351	SYNERGY
Registration Number:	1875934	WORX
Registration Number:	2795617	YOU'RE BRILLIANT. WE'RE SMART. IMAGINE THE POSSIBILITIES.

CORRESPONDENCE DATA

Fax Number: (713)615-5243
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 713-758-2732
Email: iptldocket@velaw.com
Correspondent Name: Peter E. Mims
Address Line 1: 1001 Fannin St., Suite 2500
Address Line 2: Vinson & Elkins L.L.P.
Address Line 4: Houston, TEXAS 77002-6760

ATTORNEY DOCKET NUMBER:	PLA280/58000
NAME OF SUBMITTER:	Jessica Greeney, Paralegal
Signature:	/Jessica Greeney/
Date:	01/11/2007

Total Attachments: 8
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TRADEMARK ASSIGNMENT

This Trademark Assignment, dated as of December ____, 2006, is entered into by and among PF Papers, LLC, a Delaware limited liability company, Premium Papers Holdco, LLC, a Delaware limited liability company, and Smart Papers LLC, a Delaware limited liability company, as debtors and debtors in possession (collectively, the "*Assignors*"), and Smart Papers Holdings LLC, a Delaware limited liability company (the "*Assignee*");

WHEREAS, Assignors and Assignee have entered into that certain Bill of Sale and Assignment Agreement of even date herewith (the "*Bill of Sale*"); and

WHEREAS, pursuant to the Bill of Sale, each of the Assignors has agreed to assign to Assignee all of its right, title and interest in and to the Intellectual Property (as defined in the Bill of Sale), including the trademark(s) and/or service mark(s) applications and registrations set forth on the attached Schedule A (collectively, the "*Trademarks*"), and Assignee has agreed to acquire all right, title and interest in the Trademarks.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

Each of the Assignors hereby, absolutely and unconditionally, conveys, sells, assigns, transfers, grants and sets over unto Assignee, all of such Assignor's worldwide rights, title and interest and benefit in and to the Trademarks, together with all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claim, and collect all damages for any past, present, or future infringement or misappropriation of the Trademarks, including the goodwill of the businesses connected to the use of each of the Trademarks, the same to be held and enjoyed by Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by such Assignor if this sale had not been made and Assignee does hereby accept such sale, assignment, transfer, grant, conveyance and set over.

Because this instrument has been authorized pursuant to an Order of the United States Bankruptcy Court for the District of Delaware, relating to a plan of reorganization of the Assignors, it is exempt from transfer taxes, stamp taxes or similar taxes pursuant to 11 U.S.C. §1146(c).

Each of the Assignors hereby covenants and agrees that it will communicate to Assignee, its successors, legal representatives and assigns, any material facts (including, but not limited to, information relating to use or non-use, enforceability, or infringement of the Trademarks) known to it with respect to the Trademarks and testify in any legal proceeding, sign all lawful papers, execute all applications (including, but not limited to, powers of attorney, specific assignments, transfers and assurances), make all rightful oaths and use its reasonable best efforts at the request and expense of Assignee to aid Assignee, its successors, legal representatives and assigns in obtaining and enforcing protection for the Trademarks and in enjoying the full benefits thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignors and Assignee have executed this Trademark Assignment as of the day and year first above written.

PF PAPERS, LLC, as debtor and debtor in possession

By: 

Name: TIMOTHY NEEDHAM

Title: PRESIDENT

PREMIUM PAPERS HOLDCO, LLC, as debtor and debtor in possession

By: 

Name: TIMOTHY NEEDHAM

Title: PRESIDENT

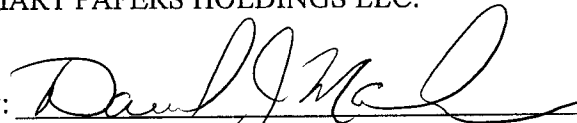
SMART PAPERS, LLC, as debtor and debtor in possession

By: 

Name: TIMOTHY NEEDHAM

Title: PRESIDENT

SMART PAPERS HOLDINGS LLC.

By: 

Name: DANIEL MAHOU

Title: PRESIDENT

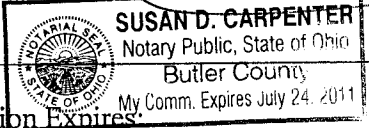
[NOTARIZATION PAGE FOLLOWS]

STATE OF Ohio)
COUNTY OF Butler) SS:

Before me, the undersigned, a notary public in and for said County and State, personally appeared TIMOTHY NEEDHAM, an authorized representative of PF Papers LLC, a Delaware limited liability company, TIMOTHY NEEDHAM an authorized representative of Premium Papers Holdco LLC, a Delaware limited liability company, and TIMOTHY NEEDHAM an authorized representative of Smart Papers LLC, a Delaware limited liability company, and each such representative acknowledged the execution of the foregoing Trademark Assignment to be his voluntary act and deed on behalf of said company.

WITNESS MY HAND AND SEAL THIS 21ST day of December, 2006.

Susan Carpenter
Notary Public

Printed: 
My Commission Expires: _____

Schedule A

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registered/ [Filed]/(Renewed)</u>	<u>Registration/Serial No.</u>
US	BENEFIT	09/10/1991	1,656,789
US	CARNIVAL	08/14/1962	736,040
US	COLORCAST (Stylized Letters)	12/13/1955	617,479
US	CORDWAIN	12/14/1993	1,810,705
US	CORDWAIN	07/02/2002	2,588,269
US	EARTH ECO	08/22/2005	78/697,363
US	EARTH LOGIC	08/22/2005	78/697,345
US	ECO-BALANCED	08/22/2005	78/697,348
US	ECO-LOGIC	08/22/2005	78/697,365
US	ECO-LOGIC BALANCED	08/22/2005	78/697,359
US	ENVIRON-CHOICE	08/22/2005	78/697,369
US	EVERLASTING TREASURES	[01/25/2005]	78/553450
US	EVERYDAY TREASURES	[01/25/2005]	78/553446
US	GENESIS	09/22/1992	1,717,974
US	GROOVE	01/15/1991	1,631,545
US	HALOPAQUE	12/30/1986	1,422,791
US	IMAGINATION AWARD	08/03/2004	2,870,275
US	KNIGHTCOTE	04/23/1968	847,874
US	KROMEKOTE	11/26/2002	2,653,879
US	KROMEKOTE (Stylized Letters)	05/11/1948	500,202
US	KROMEKOTE (Stylized Letters)	06/25/1940	378,900
US	KROMEKOTE 2000	11/29/1988	1,514,557
US	KROMEKOTE COLOR LASER PHOTO	11/22/2005	78/759,279
US	LYNNFIELD	05/07/1985	1,334,289
US	MAGNA CARTA PARCHMENT	05/15/2001	2,451,660
US	MEDALLION	12/15/1987	1,469,008
US	MERLIN MATTE	Abandoned	78/293,917
US	MOSAIC	08/04/1998	2,179,074
US	MYSTIQUE	12/19/1989	1,571,919
US	OUTBACK	04/15/1997	2,052,750
US	PAGEANTRY	01/17/1989	1,520,808
US	PASSPORT	12/27/1988	1,517,990
US	PEGASUS	01/16/1996	1,948,996
US	SMART	11/11/2001	76/270,083

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registered/ [Filed]/(Renewed)</u>	<u>Registration/Serial No.</u>
US	SMART ECO 100	08/22/2005	78/697,376
US	SMART MEMORIES	08/22/2005	78/697,337
US	SMART PAK	08/22/2005	78/697,341
US	SMART PAPER	Abandoned	76/010,801
US	SMART PAPERS	01/14/2003	2,674,078
US	SMARTE	05/17/2005	2,953,606
US	SPECTRE	Abandoned	76/378,920
US	SYNERGY	04/29/1997	2,058,351
US	WORX	01/24/1995	1,875,934
US	YOU'RE BRILLIANT. WE'RE SMART. IMAGINE THE POSSIBILITIES.	12/16/2003	2,795,617
State – NY	KROMEKOTE	02/23/1955	R350
State – MA	KROMEKOTE		25,819
State – IL	KROMEKOTE	07/23/1963	36,420
State – GA	KROMEKOTE	07/23/1963	T1520
State	KROMEKOTE		50844
State	KROMEKOTE		R-27891

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registered/ [Filed]/(Renewed)</u>	<u>Registration/Serial No.</u>
Algeria	COLORCAST	(06/23/1999)	51212
Argentina	CARNIVAL	08/22/1996	1,612,403
Argentina	CARNIVAL	07/16/1998	809606
Argentina	KROMEKOTE	04/30/1992	1,394,951
Australia	BENEFIT	03/22/1996	704,974
Australia	CARNIVAL	11/24/1983	400,352
Australia	KROMEKOTE	11/03/1950	104,451
Australia	PAGEANTRY	03/25/1994	625,777
Austria	KROMEKOTE	11/26/1953	29,525
Belgium	COLORCAST	Lapsed	19710
Benelux	KROMEKOTE		19,709
Bolivia	KROMEKOTE	(09/30/1999)	A55363A
Brazil	CORDWAIN	02/14/2002	824358791
Brazil	KROMEKOTE	05/30/1970	2,479,982
Brazil	SMART	10/29/2001	824132114
Brazil	SMART PAPERS	10/29/2001	824132149
Canada	COLORCAST	11/10/1989	TMA363450
Canada	COLORCAST	(11/10/2003)	363,021
Canada	CORDWAIN	11/12/2003	TMA594461
Canada	CROSS POINTE	08/02/1996	TMA460784

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registered/ [Filed]/(Renewed)</u>	<u>Registration/Serial No.</u>
Canada	KROMEKOTE	04/12/1948	UCA030371
Canada	MAGNA CARTA PARCHMENT	01/29/2002	TMA557008
Canada	OUTBACK	08/31/1999	TMA515908
Canada	SMART	Abandoned	1,119,419
Canada	SMART MEMORIES	02/22/2006	1,290,840
Canada	SMART PAK	02/22/2006	1,290,854
Canada	SMART PAPERS	11/17/2004	TMA625739
Canada	SYNERGY	01/27/1998	TMA488342
Chile	BENEFIT	05/29/1996	461,854
Chile	CARNIVAL	03/05/1998	506,099
Chile	KROMEKOTE	(09/08/1999)	547609
Chile	KROMEKOTE		345,759
Chile	MYSTIQUE	05/29/1996	461,856
Chile	PAGEANTRY	05/29/1996	461,855
China	KROMEKOTE	10/15/1984	214,065
Colombia	COLORCAST	08/24/1992	118,591
Colombia	KROMEKOTE	12/16/1992	147,383
Columbia	CORDWAIN	02/17/2003	262907
Costa Rica	CORDWAIN	10/07/2002	135412
Costa Rica	KROMEKOTE	01/02/1951	12,894
Denmark	COLORCAST	10/23/1954	VR1722/54
Denmark	KROMEKOTE	12/12/1953	VR1690-1953
Dominican Republic	CORDWAIN	04/30/2002	133538
Dominican Republic	KROMEKOTE	(08/23/2003)	7,576
Ecuador	KROMEKOTE	Lapsed	2900-95
Ecuador	KROMEKOTE	Lapsed	1740/90
El Salvador	KROMEKOTE	Lapsed	19256-Book 44
Europe	CORDWAIN	01/18/2002	2546422
Europe	SMART	10/25/2001	2424844
Europe	SMART PAPERS	10/25/2001	2422620
France	COLORCAST	06/26/1989	1,538,194
France	KROMEKOTE	11/12/1990	1,626,637
Germany	COLORCAST	03/29/1955	673,654
Germany	KROMEKOTE	09/25/1952	627,213
Great Britain	KROMEKOTE	(04/04/2003)	2279753
Guatemala	KROMEKOTE	09/14/1981	41,845/451/98
Honduras	KROMEKOTE	10/30/1968	15,532
Hong Kong	BENEFIT	08/08/1996	B7387/96
Hong Kong	CARNIVAL	10/31/1995	9199/95
Hong Kong	CORDWAIN (Chinese Version)	08/14/2001	10232/2002
Hong Kong	GROOVE	12/21/1995	10735/95
Hong Kong	KROMEKOTE	01/19/1957	41/1957

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registered/ [Filed]/(Renewed)</u>	<u>Registration/Serial No.</u>
Italy	COLORCAST	Lapsed	122,130
Italy	KROMEKOTE	(10/30/2000)	612,064
Japan	CORDWAIN	10/18/2002	4614462
Japan	KROMEKOTE	09/17/1952	416,093
Malaysia	BENEFIT	05/10/1995	95-10451
Malaysia	CARNIVAL	05/10/1995	95-10453
Malaysia	PAGEANTRY	05/10/1995	95-10452
Mexico	COLORCAST	07/02/1989	362,077
Mexico	CORDWAIN	06/18/2002	751103
Mexico	KROMEKOTE	(01/06/2005)	382-213
Mexico	SMART	12/16/2002	773419
New Zealand	BENEFIT	03/21/1996	260,154
New Zealand	CARNIVAL	03/21/1996	260,153
New Zealand	KROMEKOTE	10/19/1950	49,767
Nicaragua	KROMEKOTE	10/09/1970	23,394
Norway	CORDWAIN	09/05/2002	215698
Norway	KROMEKOTE	(08/29/2003)	455633
O.A.P.I.	KROMEKOTE	10/27/1970	10,149
Panama	CORDWAIN	02/07/2002	11940101
Panama	KROMEKOTE	Lapsed	2803
Paraguay	KROMEKOTE	Lapsed	135,492
Peru	COLORCAST	08/09/1985	58,433
Peru	KROMEKOTE	(03/08/2005)	331559
Philippines	BENEFIT	10/25/1995	103,642
Puerto Rico	KROMEKOTE		5,871
Singapore	BENEFIT	09/26/1995	T95/09189
Singapore	CARNIVAL	09/26/1995	T95/09190
Singapore	KROMEKOTE	05/30/1956	T56/20689
South Africa	COLORCAST	08/09/1954	2403/54
South Africa	KROMEKOTE	02/09/1950	362-50
South Korea	CARNIVAL	05/23/1997	362,885
Spain	COLORCAST	12/21/1964	450,742
Sweden	KROMEKOTE	06/18/1954	76,172
Switzerland	COLORCAST	[08/30/1974]	272,977
Switzerland	CORDWAIN	01/22/2002	497,926
Switzerland	KROMEKOTE	[10/23/1990]	386,076
Taiwan	BENEFIT	04/16/1997	758,015
Taiwan	CARNIVAL	07/16/1998	809,606
Taiwan	MYSTIQUE	04/16/1997	758,016
Trinidad & Tobago	CORDWAIN	01/23/2002	32621
Trinidad & Tobago	KROMEKOTE	08/03/1968	B4731
Uruguay	KROMEKOTE	[03/17/1949]	326,084
Venezuela	COLORCAST	06/22/1988	134,143
Venezuela	CORDWAIN	02/14/2002	2002-002037

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registered/ [Filed]/(Renewed)</u>	<u>Registration/Serial No.</u>
Venezuela	KROMEKOTE	(10/31/2004)	21,588
Venezuela	SMART	12/14/2001	2001-021830
Venezuela	SMART PAPERS	07/02/2003	2001-019617