

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Chelsea Paper Company		10/12/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Schurman Fine Papers		
<b>Street Address:</b>	500 Chadbourne Road		
<b>City:</b>	Fairfield		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94533		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2875704	CHELSEA NOTES	
<b>Registration Number:</b>	2786437	CHELSEAPAPER.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)442-1001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415-442-1326		
<b>Email:</b>	ralpert@morganlewis.com		
<b>Correspondent Name:</b>	Rochelle D. Alpert		
<b>Address Line 1:</b>	One Market, Spear Street Tower		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	061981.2000		
<b>NAME OF SUBMITTER:</b>	Rochelle D. Alpert		
<b>Signature:</b>	/rda/		
<b>Date:</b>	01/16/2007		

CH \$65.00 2875704

**Total Attachments: 4**

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SCHURMAN FINE PAPERS / THE CHELSEA PAPER COMPANY**AGREEMENT FOR PURCHASE AND SALE OF ASSETS**

This Agreement ("Agreement") is made as of the 12<sup>th</sup> day of October, 2006, between: (1) **Schurman Fine Papers**, a California corporation, dba POPYRUS, whose address is 500 Chadbourne Road, Box 6030, Fairfield, CA 94533 ("Buyer"); and (2) **The Chelsea Paper Company**, a Delaware corporation, whose address is 136 East 57th Street New York, NY 10022 ("Seller"), and both of which are collectively referred to herein as "the parties."

WHEREAS, Seller is in the business of developing, marketing and selling customized stationery and other paper products through its three operating divisions (Chelsea Notes Wholesale, Chelsea Paper Studio and Chelseapaper.com) and sells its products through a retail studio, a dealer network of retail stores, and the internet (collectively, the "Business");

WHEREAS, Buyer desires to purchase and acquire from Seller substantially all of the assets, business, rights, and properties of Seller used in or related to the Business and assume substantially all of Seller's liabilities related to the Business, and Seller desires to sell and transfer such assets and liabilities to Buyer, in each case upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, in connection with the transactions contemplated herein, Buyer will issue to Seller certain shares of common stock, without par value, of Buyer (the "Buyer Common Stock"), as consideration for Buyer's purchase of assets and assumption of liabilities hereunder;

NOW, THEREFORE, in consideration for the mutual agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

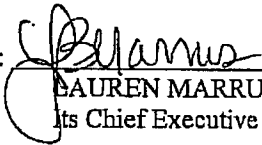
1. Sale and Transfer of Assets.

1.1 Purchased Assets. Upon the terms and subject to the conditions set forth herein, at the Closing, Seller will sell, convey, transfer, assign and deliver to Buyer, and Buyer will purchase and acquire from Seller, all of the assets, properties, and business of Seller used in or related to the Business of every kind, character, and description, whether tangible, intangible, real, personal, or mixed, and wherever located, other than Excluded Assets (all of which (other than Excluded Assets) are hereinafter collectively referred to as the "Assets"). The Assets shall include the assets, properties and rights set forth on Schedule 1.1 hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

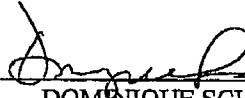
**SELLER:**

**THE CHELSEA PAPER COMPANY,**  
a Delaware corporation

By:   
\_\_\_\_\_  
LAUREN MARRUS  
Its Chief Executive Officer

**BUYER:**

**SCHURMAN FINE PAPERS,**  
a California corporation

By:   
\_\_\_\_\_  
DOMINIQUE SCHURMAN  
Its Chief Executive Officer

*Agreement for Purchase and Sale of Assets*

**TRADEMARK**  
**REEL: 003461 FRAME: 0867**

Assets

- (h) All intellectual property, patents, trademarks, trade names, service marks, service names, copyrights and applications therefor, brand names, commercial and technical trade secrets, engineering and other designs, drawings, specifications, formulae, technology, computer and electronic data processing programs and software, websites (including urls), processes, know-how, confidential information and other proprietary property, rights and interests owned or used by Seller in the operation of the Business, including, without limitation, the name "The Chelsea Paper Company," the trademark (and application for registration) therefor and any variations thereof (including without limitation "Chelsea Papers," "Chelseapaper.com," "Chelsea Papers Studio," and "Chelsea Notes Wholesale"), and all goodwill associated with any of the foregoing;

(j) All goodwill of the Business as a going concern.