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2-1307

To the Director of the U. S. Patent and T

ments or the new address(es) below.

1. Name of conveying party(ies):

Bay West Paper Corporation

- Individual(s)
- General Partnership
- Corporation- State: Wisconsin
- 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) January 1, 2007

- 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: Wausau Paper Towel & Tissue, LLC

Internal

Address: _____

Street Address: 100 Paper Place

City: Mosinee

State: WI

Country: USA Zip: 54455

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Company

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)

2,417,614

Additional sheet(s) attached? Yes No

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

BAY WEST

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

Name: Steven P. Lipowski, Esq.

Internal Address: P.O. Box 8050

Street Address: 500 Third Street

City: Wausau

State: WI Zip: 54402-8050

Phone Number: (715) 845-4336

Fax Number: (715) 845-2718

Email Address: slipowski@ruderware.com

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 440.00

- 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:

Steven P. Lipowski
Signature

2/8/07
Date

Steven P. Lipowski

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

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

02/13/2007 DBYRNE 00000230 2417614
40.00 DP
400.00 DP

**SCHEDULE A
LIST OF ADDITIONAL TRADEMARKS
AFFECTED BY MERGER OF BAY WEST PAPER CORPORATION
INTO WAUSAU PAPER TOWEL & TISSUE, LLC**

United States

Registered Trademarks

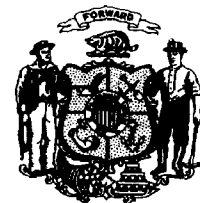
<u>Trademark</u>	<u>Registration No.</u>
B DESIGN	2,417,615
GRIZZLY	2,889,690
OPTICORE	3,096,206
OPTI-SERV	3,157,804
REVOLUTION	3,085,978
SILHOUETTE	2,748,132
WAVE 'N DRY	2,371,333

Pending Trademark Applications

<u>Trademark</u>	<u>Application Number</u>
OPTIFOLD	76/634,852
OPTI-HANDCARE	78/911,651
OPTINAP	76/637,913
OPTINAPKIN	76/637,912
OPTIROLL	76/634,856
OPTISOURCE	78/907,793
OPTITISSUE	76/634,857

Trademark
OPTITOWEL
OPTI-TOWLS

Application Number
76/634,858
76/634,851



DEPARTMENT OF FINANCIAL INSTITUTIONS

To All to Whom These Presents Shall Come, Greeting:

I, RAY ALLEN, Deputy Administrator, Division of Corporate & Consumer Services, Department of Financial Institutions, do hereby certify that the annexed copy has been compared with the document on file in the Corporation Section of the Division of Corporate & Consumer Services of this department, and that the same is a true copy thereof; and that I am the legal custodian of said document, and that this certification is in due form.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department.

A handwritten signature in black ink, appearing to read "Ray Allen".

RAY ALLEN, Deputy Administrator
Division of Corporate & Consumer Services
Department of Financial Institutions

DATE: JAN 11 2007

BY: *Patricia Weber*

Effective July 1, 1996, the Department of Financial Institutions assumed the functions previously performed by the Corporations Division of the Secretary of State and is the successor custodian of corporate records formerly held by the Secretary of State.

2006 DEC 21 PM 12:13

ARTICLES OF MERGER
OF
BAY WEST PAPER CORPORATION
INTO
WAUSAU PAPER TOWEL & TISSUE, LLC

01 3032633

12 20075742
Jm

The undersigned, Scott P. Doescher, Senior Vice President, Finance of Bay West Paper Corporation and Wausau Paper Towel & Tissue, LLC does hereby certify as follows:

1. The name of the merging entity is Bay West Paper Corporation. Bay West Paper Corporation is a Wisconsin corporation.
2. The above-named merging entity does not have a fee simple ownership interest in Wisconsin real estate.
3. The name of the surviving entity is Wausau Paper Towel & Tissue, LLC. Wausau Paper Towel & Tissue, LLC is a Wisconsin limited liability company.
4. The surviving entity is not a Domestic or Foreign Business Corporation or Limited Liability Company that is an indirect wholly owned subsidiary or parent.
5. The terms, conditions and manner of the plan of merger is set forth in the Agreement and Plan of Merger attached hereto and made a part hereof.
6. The Agreement and Plan of Merger was approved in accordance with Sections 180.1103 and 183.1202, Wisconsin Statutes.
7. This merger shall be effective as of January 1, 2007 at 12:01 a.m. (the "Effective Date and Time").

DEC 21 2006 01:53 PM
351459 C DCORP150

\$150.00

Dated this 15th day of December, 2006.

BAY WEST PAPER CORPORATION

WAUSAU PAPER TOWEL & TISSUE, LLC

By: Scott P. Doescher
Scott P. Doescher, Senior Vice President, Finance/Manager

Drafted By:
Jeremy M. Welch, Esq.
Ruder Ware, L.L.S.C.
P.O. Box 8050
Wausau, WI 54402-8050

Return To:
Cindy M. Dahlke, Paralegal
Ruder Ware, L.L.S.C.
P.O. Box 8050
Wausau, WI 54402-8050

DEC 21 2006 01:53 PM
351459 D EXPEDITE25

\$25.00

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into as of the 15th day of December, 2006, by and between Bay West Paper Corporation, a Wisconsin corporation (the "Merger Company"), and Wausau Paper Towel & Tissue, LLC, a Wisconsin limited liability company (the "Surviving Company"), (the Merger Company and the Surviving Company are sometimes referred to herein as the "Constituent Companies").

RECITALS

A. The Merger Company and the Surviving Company desire to merge upon the terms and conditions of this Agreement.

B. The Board of Directors of the Merger Company and the Member of the Surviving Company have approved the merger of the Merger Company with and into the Surviving Company (the "Merger") upon the terms and subject to the conditions set forth in this Agreement.

ARTICLE 1 - THE MERGER

Section 1.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Business Corporation Law of the State of Wisconsin (the "Business Corporation Law") and the Limited Liability Law of the State of Wisconsin (the "Limited Liability Law") at the Effective Date and Time (as defined in Section 1.2 below), the Merger Company shall be merged with and into the Surviving Company. As a result of the Merger, the separate corporate existence of the Merger Company shall cease and the Surviving Company shall continue as the Surviving Company of the Merger. The Surviving Company shall (a) continue its corporate existence under the laws of the State of Wisconsin, (b) retain its present name, (c) retain its principal office in the State of Wisconsin at 100 Paper Place, Mosinee, Wisconsin 54455; and (d) succeed to all rights, assets, liabilities and obligations of Merger Company and the Surviving Company in accordance with the Business Corporation Law and the Limited Liability Company Law. At the Effective Date and Time, the Surviving Company shall thereupon and thereafter possess all of the rights, privileges, powers and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Companies; and all and singular the rights, privileges, powers and franchises of each of the Constituent Companies, and all of the property, real, personal and mixed, tangible and intangible, and all debts due to either of the Constituent Companies on whatever account, as well as all other things in action or belonging to each of the Constituent Companies shall be vested in the Surviving Company; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Company as they were of the respective Constituent Companies, and title to any real estate vested by deed or otherwise in either of the Constituent Companies shall not revert or be, in any way, impaired by reason of the Merger; but all rights of

creditors and all liens upon any property of either of the Constituent Companies shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Companies shall thenceforth attach to the Surviving Company, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

Section 1.2 Effective Date and Time. After satisfaction of the conditions set forth in Article 4 of this Agreement, the parties hereto shall cause the Merger to be consummated by filing articles of merger (together with a plan of merger, which shall consist of this Agreement) (the "Articles of Merger") with the Wisconsin Department of Financial Institutions, in such form as required by, and executed in accordance with the relevant provisions of, the Business Corporation Law and the Wisconsin Limited Liability Company Law. The Merger shall become effective on January 1, 2007 at 12:01 a.m. (the "Effective Date and Time").

Section 1.3 Effect of the Merger. At the Effective Date and Time, the effect of the Merger shall be as provided in the applicable provisions of the Business Corporation Law and the Limited Liability Company Law.

ARTICLE 2 - ARTICLES OF ORGANIZATION, OPERATING AGREEMENT; OFFICERS

Section 2.1 Articles of Organization. From and after the Effective Date and Time, the Articles of Organization of the Surviving Company shall be the Articles of Organization of the Surviving Company, and thereafter may be amended in accordance with their terms and as provided by applicable law.

Section 2.2 Operating Agreement. From and after the Effective Date and Time, the Operating Agreement of the Surviving Company shall be the Operating Agreement of the Surviving Company, and thereafter may be amended in accordance with their terms and as provided by applicable law.

ARTICLE 3 - SURRENDER OF STOCK CERTIFICATES

Section 3.1 Merger Company. At the Effective Date and Time, each Share of the Merger Company validly issued immediately prior to the Effective Date and Time of the Merger (the "Merger Company Shares") shall, by virtue of the Merger and without any action on the part of the holder thereof, be automatically cancelled and retired and cease to exist, and no cash or securities or other property shall be payable in respect thereof.

Section 3.2 Surviving Company. At the Effective Date and Time, each Unit of the Surviving Company validly issued immediately prior to the Effective Date and Time (the "Surviving Company Units") shall, by virtue of the Merger, be the units of the Surviving Company from and after the Effective Date and Time.

ARTICLE 4 - TERMINATION AND ABANDONMENT

Section 4.1 Method of Termination. This Agreement may be terminated by the Board of Directors of the Merger Company or by the Member of the Surviving Company, and the Merger abandoned, at any time prior to the Effective Date and Time, whether before or after adoption by the shareholders of Merger Company or the Member of the Surviving Company.

Section 4.2 Procedure Upon Termination. In the event of termination and abandonment by either the Merger Company or the Surviving Company, written notice thereof shall forthwith be given to the other party and the transactions contemplated by this Agreement shall be terminated and abandoned without any further action by either party.

Section 4.3 Amendment. This Agreement may be amended by the parties hereto, by or pursuant to action taken by the Board of Director of the Merger Company or by the Member of the Surviving Company, at any time prior to the Effective Date and Time, whether before or after approval hereof by the shareholders of the Merger Company and the Member of the Surviving Company; provided, however, that after such approval, no amendment shall be made that alters or changes the amount or kind of consideration to be received by such shareholders or Member, that alters or changes any term of the articles of organization of the Surviving Company which change could not otherwise be adopted by the Member of the Surviving Company, or that in any way materially adversely affects the rights of such shareholders, without the further approval of such shareholders. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

ARTICLE 5 - GENERAL PROVISIONS

Section 5.1 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.


Section 5.2 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party.

Section 5.3 Counterparts. This Agreement may be executed in two or more counterparts which together shall constitute a single agreement.


Section 5.4 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and undertakings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof and, except as otherwise expressly provided herein, are not intended to confer upon any other person any rights or remedies hereunder.

Section 5.5 Governing Law. This Agreement, except to the extent that the Business Corporation Law is applicable to the Merger and the rights of the shareholders of the Merger Company in a way that preempts this Agreement, shall be governed by the laws of the State of Wisconsin, without giving effect to the provisions thereof relating to conflicts of law.

BAY WEST PAPER CORPORATION

By: 
Scott P. Doescher, Senior Vice
President, Finance

WAUSAU PAPER TOWEL & TISSUE, LLC

By: 
Scott P. Doescher, Senior Vice
President, Finance

Articles of Merger

1500
250
EXP
10

Merges: Bay West Paper Corporation

into: Wausau Paper Towel & Tissue LLC (12 W090742)
FOOI - No

(12 B032633)

EFFECTIVE DATE:

JAN - 1 2007

