

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Paper Company		03/31/2007	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Georgia-Pacific Wood Products South LLC		
Street Address:	133 Peachtree Street NE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1467360	ROUGHTEX	
Registration Number:	3074354	SATINBEAD	
Registration Number:	2047601	SATINPINE	
CORRESPONDENCE DATA			
Fax Number:	(404)584-1461		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	bfe@war@gapac.com		
Correspondent Name:	Barbara F. Edwards		
Address Line 1:	GA030-41 133 Peachtree Street NE		
Address Line 4:	Atlanta, GEORGIA 30303		
NAME OF SUBMITTER:	Barbara F. Edwards		
Signature:	/bfe/		
Date:	04/05/2007		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is entered into as of the 31st day of March, 2007, to be effective as of 11:59 p.m. E.D.T. on the Closing Date (as defined in the Asset Purchase Agreement), by and between INTERNATIONAL PAPER COMPANY, a New York corporation having a place of business located at Memphis, Tennessee ("Assignor") and GEORGIA-PACIFIC WOOD PRODUCTS SOUTH LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor, Assignee, Georgia-Pacific LLC (f/k/a Georgia-Pacific Corporation) and Georgia-Pacific Holdings, LLC are parties to an Asset Purchase Agreement, dated as of December 21, 2006 (the "Asset Purchase Agreement"), whereby Assignee is purchasing portions of a business engaged in the production and distribution of wood products and building materials in the United States operated by Assignor;

WHEREAS, as a part of that transaction, Assignor has agreed to assign certain trademark registrations and trademark registration applications to Assignee, along with the associated goodwill; and

WHEREAS, concurrently with entering into this Agreement, Assignor and Assignee have entered into a non-exclusive, perpetual, royalty-free license agreement, substantially in the form attached as Exhibit G to the Asset Purchase Agreement (the "License Agreement"), pursuant to which Assignee has agreed to license certain trademarks and patents to Assignor.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

The term "TRADEMARKS" as used herein shall mean the trademarks, as shown and represented by the trademark registrations and/or applications for trademark registration listed in the attached Schedule A, which is hereby incorporated by reference hereinto.

Assignor does hereby sell, convey, assign, transfer and deliver unto Assignee, its successors and assigns, the entire right, title and interest of Assignor in and to the TRADEMARKS and in the goodwill associated therewith and represented thereby, including its right to sue and recover for past infringements thereof.

Assignee shall request the Commissioner of Patents and Trademarks of the United States or, in the case of the several states in the United States, the analogous individual or agency responsible for trademarks, service marks, trade/assumed names, to record Assignee as owner of the TRADEMARKS, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

From time to time after the Closing Date, at the request of another party hereto and at the expense of the party so requesting, each of the parties hereto shall execute and deliver, or shall cause to be executed and delivered to such requesting party such documents, and shall take or cause to be taken such other action, as such requesting party

may reasonably request in order to consummate more effectively the transactions contemplated herein.

Nothing contained in this Agreement shall be deemed to supersede or change any of the agreements, representations and warranties of the parties to the Asset Purchase Agreement. To the extent that any provision of this Agreement is inconsistent or conflicts with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control.

This Agreement, the License Agreement and the Asset Purchase Agreement constitute the entire agreement among the parties with respect to the subject matter herein and supersede all other prior agreements and understandings, both written and oral, between the parties or any of them with respect to such subject matter.

This Agreement may be executed and delivered (including by facsimile or other electronic transmission) simultaneously in counterparts, each of which when executed will be deemed an original but all of which together will constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto affix their respective hands as of the date first indicated above.

Assignor

INTERNATIONAL PAPER COMPANY

By: *E.R. Niederriter*

Name: *E.R. Niederriter*

Title: *Vice President*

Assignee

GEORGIA-PACIFIC WOOD PRODUCTS
SOUTH LLC

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto affix their respective hands as of the date first indicated above.

Assignor

INTERNATIONAL PAPER COMPANY

By: _____
Title: _____

Assignee

GEORGIA-PACIFIC WOOD PRODUCTS
SOUTH LLC

By: Suane R. Hughes
Title: Vice President - Finance

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**SCHEDULE A
LIST OF REGISTRATIONS**

Registered Trademarks

<u>No.</u>	<u>Mark</u>	<u>Status</u>	<u>Registration No.</u>	<u>Date Info.</u>	<u>Description of goods</u>
1.	ROUGHTEX	Registered (US)	US 1467360	Granted 01 Dec 87	Wood and wood products; namely, plywood
2.	SATINBEAD	Registered (US)	US 3074354	Granted 28 Mar 06	lumber; namely, plywood for use in interior applications
3.	SATINPINE	Registered (US)	US 2047601	granted 25 Mar 97	wood and lumber products; namely, plywood

Signature Page to Trademark Assignment Agreement

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RECORDED: 04/05/2007

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