

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
Smurfit-Stone Container Enterprises, Inc.		09/28/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Georgia-Pacific Brewton LLC		
Street Address:	133 Peachtree Street NE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1421909	CONCORA MASTERPRINT	
Registration Number:	1495090	CONCORA MASTERSEAL	
Registration Number:	1495091	CONCORA MASTERVAC	
Registration Number:	1804465	MASTERBRITE	
Registration Number:	1495097	CONCORA MASTERWITE	
Registration Number:	0806953	CONCORA-CHEM	
CORRESPONDENCE DATA			
Fax Number:	(404)584-1461		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	bfdedwar@gapac.com		
Correspondent Name:	Barbara F. Edwards		
Address Line 1:	133 Peachtree Street NE		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	SMURFIT-STONE		

CH \$165.00 1421909

NAME OF SUBMITTER:	Barbara F. Edwards
Signature:	/Barbara F. Edwards/
Date:	10/04/2007
Total Attachments: 6 source=Smurfit assignment#page1.tif source=Smurfit assignment#page2.tif source=Smurfit assignment#page3.tif source=Smurfit assignment#page4.tif source=Smurfit assignment#page5.tif source=Smurfit assignment#page6.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") dated as of September 28, 2007, is made and entered into by and between SMURFIT-STONE CONTAINER ENTERPRISES, INC., a corporation organized under the laws of Delaware ("Assignor") and GEORGIA-PACIFIC BREWTON LLC, a limited liability company organized under the laws of Delaware ("Assignee") (collectively, the "Parties").

WHEREAS, Assignor, Assignee and Georgia-Pacific LLC, a limited liability company organized under the laws of Delaware, are parties to that certain Asset Purchase Agreement, dated as of August 8, 2007 (as supplemented and amended, the "Agreement"; each capitalized term used herein but not defined herein has the meaning ascribed to such term in the Agreement), pursuant to which, among other things, Assignor has agreed to sell, transfer, assign and convey to Assignee and Assignee has agreed to purchase and acquire from Assignor, all of Assignor's right, title and interest in and to the Purchased Assets, free and clear of all Liens, other than Permitted Liens and, with respect to the Properties, Permitted Exceptions;

WHEREAS, pursuant to the Agreement, Assignor agreed to sell, assign, transfer, convey and deliver ownership of Assignor's trademarks set forth on Exhibit A ("Trademarks"), attached hereto and incorporated by reference herein, to Assignee as of the Effective Time as defined in the Agreement and under the terms of this Assignment;

WHEREAS, the execution and delivery of this Assignment by each of Assignor and Assignee is a condition to the obligations of the parties to the Agreement to consummate the transactions contemplated by the Agreement; and

WHEREAS, Assignor now wishes to assign to Assignee all right, title and interest in and to the Trademarks, together with the goodwill associated therewith.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, each party hereto agrees as follows:

1. Assignment of the Trademark Rights. Assignor hereby sells, assigns, transfers and conveys to Assignee Assignor's entire right, title and interest in and to the Trademarks and their related registrations, free and clear of any Liens, together with the goodwill of the business symbolized by the Trademarks and registrations for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the date hereof or thereafter, including, without limitation, all rights of action, powers and benefit to the Trademarks, due or accrued, including all claims for damages, rights to injunctive relief, profits, costs and attorneys fees by reason of past, present or future infringement or other unauthorized use of the Trademarks or registrations or injury to the related goodwill, with the right to sue for, and collect the same in Assignee's own name and that of its successors, assigns and other legal representatives.

2. Further Actions.

(a) Assignee shall request that the Commissioner of Patents and Trademarks of the United States record Assignee as owner of the Trademarks and related registrations, including any variations thereof, for the sole use and enjoyment of Assignee, its successors, assigns and other legal representatives.

(b) From and after the date of this Assignment, each of the parties hereto shall use all reasonable efforts to take, or cause to be taken, all appropriate action, make all appropriate filings and recordations before relevant governmental authorities, do or cause to be done all things necessary, proper or advisable under applicable law and regulations to vest more fully in Assignee any and all ownership rights in the Trademarks hereby transferred, including without limitation the execution and delivery of such documents and other papers, as may be required to carry out the provisions of this Assignment and consummate and make effective the transactions contemplated by this Assignment. In the event Assignee is unable, after reasonable effort, to secure Assignor's signature for the purposes of making such filings and recordations and more fully vesting ownership in the Trademarks, for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized agents as Assignor's agent and attorney-in-fact, to act for and in its behalf to execute and file any and all such documents and to do all other lawfully permitted acts to accomplish the complete and exclusive transfer of the Trademarks.

3. Miscellaneous.

(a) This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Agreement. To the extent that any provision of this instrument conflicts or is inconsistent with the terms of the Agreement, the Agreement will govern.

(c) This Assignment may not be changed except in a writing signed by the parties hereto. This Assignment, and any disputes arising hereunder or controversies related hereto, shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law or choice of law rules.

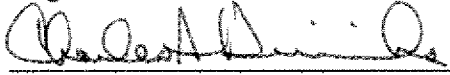
(d) This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(e) This Assignment has been executed to be effective as of the date first referenced above.

[Signature Page Follows]

IN TESTIMONY WHEREOF, each of Assignor and Assignee has caused this Assignment to be signed and executed by its undersigned officer thereunto duly authorized.

SMURFIT-STONE CONTAINER
ENTERPRISES, INC.,
as Assignor

By: 
Name: _____
Title: Charles A. Hinrichs
Senior Vice President & Chief Financial Officer

GEORGIA-PACIFIC BREWTON LLC,
as Assignee

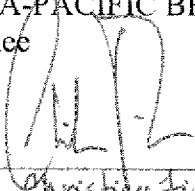
By: _____
Name: _____
Title: _____

IN TESTIMONY WHEREOF, each of Assignor and Assignee has caused this Assignment to be signed and executed by its undersigned officer thereunto duly authorized.

SMURFIT-STONE CONTAINER
ENTERPRISES, INC.,
as Assignor

By: _____
Name: _____
Title: _____

GEORGIA-PACIFIC BREWTON LLC,
as Assignee

By:  _____
Name: Christian Fischer
Title: President

pd

EXHIBIT A
TRADEMARKS

Full Mark Name	Country	Goods/International Class	Registration Number
Concora MasterPrint	USA	Paperboard in Class 16	1,421,909
Concora MasterSeal	USA	Paperboard in Class 16	1,495,090
Concora MasterVac	USA	Paperboard in Class 16	1,495,091
MasterBrite	USA	Paperboard in Class 16	1,804,465
Concora MasterWite	USA	Paperboard in Class 16	1,495,097
Concora-Chem	USA	Paperboard in Class 16	0,806,953