

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Domtar Inc		04/21/2008	CORPORATION: CANADA

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: 9

Property Type	Number	Word Mark
Registration Number:	1363352	FELTWEAVE
Registration Number:	1543508	NEKOOSA LASER 1000
Registration Number:	1433883	NEKOOSA COTTON
Registration Number:	1140750	NEKOOSA
Registration Number:	0680474	NEKOOSA
Registration Number:	0515060	NEKOOSA PAPERS
Registration Number:	1839935	PROTERRA
Registration Number:	1368941	SKYSTONE
Registration Number:	2195566	SOLUTIONS

CORRESPONDENCE DATA

Fax Number: (713)615-5243
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 713-758-3554
 Email: iptldocket@velaw.com
 Correspondent Name: Phillina Lai

CH \$240.00 1363352

Address Line 1: 1001 Fannin Street
Address Line 2: 2500 First City Tower
Address Line 4: Houston, TEXAS 77002-6760

ATTORNEY DOCKET NUMBER:	SMA828
NAME OF SUBMITTER:	Phillina Lai
Signature:	/phillinalai/
Date:	04/23/2008

Total Attachments: 4
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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "*Assignment*") is made as of April 21, 2008 between Domtar Inc., a Canadian corporation, having a principal place of business located at 295 De Maisonneuve Blvd. West, Quebec, Montreal, Canada H3A 1L6 ("*Assignor*"), and Smart Papers Holdings LLC, a Delaware limited liability company having a principal place of business located at 601 North B Street, Hamilton, Ohio 45013, United States of America ("*Assignee*").

RECITALS

A. Assignor is the owner of all right, title, and interest in, and the goodwill associated with the marks listed in Exhibit A (the "*Trademarks*").

B. Assignor has agreed to assign to Assignee, and Assignee has agreed to acquire, all right, title, and interest in the Trademarks, including the goodwill associated with the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby conveys and assigns to Assignee, and its successors and assigns, all of its right, title, and interest throughout the world in and to the Trademarks, together with the goodwill associated therewith, any existing or future registrations of said Trademarks, and all common law rights associated with said Trademarks, together with all income, royalties, and payments now or hereafter due or payable with respect thereto, and in and to all rights to sue, counterclaim, and recover under all causes of action (either in law or in equity) and other rights assertable under said Trademarks, including the right to sue for past, present, and future infringement of, or other unauthorized use or improper activities regarding, said Trademarks, and the right to enjoy all of the benefits obtained as a result of any such litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignor releases and waives all claims, if any, against Assignee in connection with the Trademarks. Assignor hereby authorizes and requests the U.S. Commissioner of Patents and Trademarks (and any similarly situated government official of any foreign country) to recognize Assignee as the legal owner of the Trademarks, for Assignee's sole use and benefit and for the use and benefit of Assignee's legal representatives, to the full end of the term (including any extensions or renewals) for which the Trademarks may be granted, as fully and entirely as the same would have been held by Assignor had this Assignment not been made.

Signature Page Follows

Assignor:

DOMTAR INC.

By: [Signature]

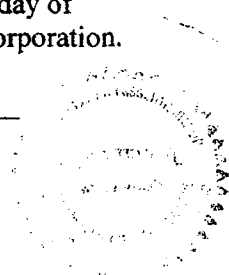
Name: PATRICK LOUW

Title: SVP CORPORATE DEVELOPMENT

CITY OF
~~STATE OF MONTREAL~~
PROVINCE OF QUEBEC) SS.
COUNTY OF QUEBEC

The foregoing Assignment was acknowledged before me on this 21st day of APRIL, 2008 by PATRICK LOUW, on behalf of Domtar Inc., a Canadian corporation.

[Signature]
NOTARY PUBLIC
My Commission Expires: N/A



DOMTAR INC.

By: [Signature]

Name: GILLES PHARAUD

Title: SVP-CORPORATE AFFAIRS

CITY OF
~~STATE OF MONTREAL~~
PROVINCE OF QUEBEC) SS.
COUNTY OF QUEBEC


The foregoing Assignment was acknowledged before me on this 21st day of APRIL, 2008 by GILLES PHARAUD, on behalf of Domtar Inc., a Canadian corporation.

[Signature]
NOTARY PUBLIC
My Commission Expires: N/A



Exhibit A

Trademarks

Country	Mark	Application No. Registration No.	Registration Date
United States	FELTWEAVE	1363352	Oct 1, 1985
United States	NEKOOSA LASER 1000	1543508	Jun 13, 1989
United States	NEKOOSA COTTON	1433883	Mar 24, 1987
United States	NEKOOSA	1140750	Oct 21, 1980
United States	NEKOOSA	0680474	Jun 16, 1959
United States		0515060	Sep 13, 1949
United States	PROTERRA	1839935	Jun 14, 1994
United States	SKYSTONE	1368941	Nov 5, 1985
United States	SOLUTIONS	2195566	Oct 13, 1998
Canada	NEKOOSA	TMA281346	Jul 15, 1983
Canada	FELTWEAVE	1382971	Pending
Canada	PROTERRA	TMA654813	Dec 12, 2005
Canada	SKYSTONE	1382972	Pending
Canada	SOLUTIONS	1382976	Pending