

RE 2/19/09

DOCUMENT ID NO.: 103549128

MAR - 6 2009

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

03-09-2009



103551385

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
 Clearwater Paper Corporation
 601 W. Riverside Avenue, Suite 1100
 Spokane, WA 99201

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No
 Additional names, addresses, or citizenship attached?

Name: Potlatch Land & Lumber, LLC
 Internal Address: _____
 Street Address: 601 W. First Avenue, Suite 1600
 City: Spokane
 State: WA
 Country: USA Zip: 99201

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship State: Delaware
 Other _____ Citizenship _____

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)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) December 15, 2008

Assignment Merger
 Security Agreement Change of Name
 Other _____

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) SEE ATTACHMENT

Additional sheet(s) attached? Yes No

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

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

Name: George G. Grigel
 Internal Address: Wells St. John P.S.
 Street Address: 601 West 1st Avenue, Suite 1300
 City: Spokane
 State: Washington Zip: 99201-3828
 Phone Number: 509/624-4276
 Fax Number: 509/838-3424
 Email Address: ggrigel@wellsstjohn.com


6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140.00

Authorized to be charged to deposit account
 Enclosed (PREVIOUSLY SUBMITTED)

8. Payment Information:

Deposit Account Number 23-0925
 Authorized User Name Wells St. John P.S.

9. Signature:  _____
 Signature _____
 Date 4 Mar 2009
 Name of Person Signing George G. Grigel

Total number of pages including cover sheet, attachments, and document: 6

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

Schedule A

NAME	Registration No.	ISSUE DATE
RADEC	2086454	8/5/1997
Luma-Ply	2650689	11/12/2002
Precision Core	2266769	8/3/1999
Enstron	3115321	7/11/2006
Terramica	3395501	3/11/2008

ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS by Clearwater Paper Corporation, formerly known as Potlatch Forest Products Corporation, a Delaware corporation ("Assignor"), to Potlatch Land & Lumber, LLC, a Delaware limited liability company ("Assignee"), effective as of December 15, 2008.

Recitals

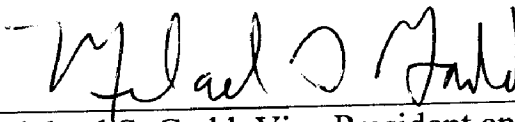
Assignor has adopted, used and is the owner of record of the trademarks, now registered in the United States Patent and Trademark Office, and pending trademark applications (the "Marks") identified in Schedule A, which is attached hereto and made a part hereof.

Assignor and Assignee, are parties to a Separation and Distribution Agreement, entered into effective as of December 15, 2008 (the "Agreement"), pursuant to which Assignor agreed to transfer to Assignee, and Assignee agreed to accept from Assignor, certain Assets (as defined in the Agreement), including the Marks. Pursuant to the Agreement, Assignor may execute and deliver to Assignee certain conveyance instruments to evidence and perfect such contribution. Such conveyance instruments, including this Assignment of Trademarks, shall not constitute a second conveyance of any assets or interests therein, and shall control over any contrary terms of the Agreement.

In accordance therewith, Assignor desires to convey, transfer and assign to Assignee, and Assignee desires to accept the conveyance, transfer and assignment of, all of Assignor's right, title and interest in, to and under the Marks.

NOW THEREFORE, Assignor, for and in exchange for the consideration set forth in the Agreement, the receipt and adequacy of which is hereby acknowledged, does hereby convey, transfer and assign to Assignee, effective as of December 15, 2008, all of Assignor's right, title and interest in, to and under the Marks with the goodwill of the business symbolized by said Marks. This grant specifically includes, without limitation, all common law rights as may have been acquired by Assignor with respect to the Marks or terms confusingly similar thereto, heretofore adopted or used by Assignor, and all the goodwill symbolized by the Marks, as well as the right to recover for any third party infringement thereof, regardless of whether such infringement occurred before or occurs after the effective date of this Assignment of Trademarks.

CLEARWATER PAPER CORPORATION
fka Potlatch Forest Products Corporation



Michael S. Gadd, Vice President and
General Counsel