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Form PTO-1594 (Rev. 01-09)
Office Collection 0651-0027 (exp. 02/2)

03-19-2009

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



103553004

To the Director of the U. S. Patent

documents or the new address(es) below.

1. Name of conveying party(ies):

Michael S. Polsky, Receiver of Badger Paper Mills, Inc.

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Receiver of a Corporation- State of Michigan
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BPM, Inc.

Internal

Address: _____

Street Address: 201 Cottage Grove SE

City: Grand Rapids

State: MI

Country: USA

Zip: 49507

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship United States
- 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) 02/20/2009

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s)

1677567 and 1864664

Additional sheet(s) attached? Yes No

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

Trademark Registration No. 1677567: ENVIROGRAPHIC (word mark)

Trademark Registration No. 1864664: ENVIROGRAPHIC (design, plus words and letters: Design Search Codes 01.05.01, 01.07.01 and 26.13.21)

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

Name: Robert C. Shaver

Internal Address: _____

Street Address: 161 Ottawa Avenue NW, Suite 600

City: Grand Rapids

State: MI

Zip: 49503

Phone Number: (616) 235-3500

Fax Number: (616) 233-5269

Email Address: rshaver@rhoadesmckee.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information: Rhoades McKee, PC
Check No. 120350

03/18/2009 MJAMA1 00000005 1677567
 Deposit Account Number N/A
 01 FC: 8521 48.00 04
 02 FC: 8522 25.00 04
 Authorized User Name N/A

9. Signature:

Robert C. Shaver
Signature

3/11/09
Date

Robert C. Shaver (P40166)

Name of Person Signing

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

15

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


U.S. TRADEMARK ASSIGNMENT

This assignment ("Assignment"), made effective as of the 26th day of February, 2009, by and between, BADGER PAPER MILLS, INC., a Wisconsin corporation ("ASSIGNOR"), and BPM, INC., a Michigan corporation ("ASSIGNEE").

WHEREAS, Assignee acquired certain assets of Assignor pursuant to that certain Asset Purchase Agreement between Assignee and Assignor dated as of November 18, 2005, (the "APA") including the rights in and to U.S. Trademark Registration No. 1677567, the word mark "ENVIROGRAPHIC", and U.S. Trademark Registration No. 1864664, "ENVIROGRAPHIC" trademark design plus words and letters, attached to this Assignment as **Schedule 1** (collectively, the "Trademarks").


NOW, THEREFORE, pursuant to the Lanham Act, ASSIGNOR hereby grants, transfers, assigns, sells and conveys to ASSIGNEE, its successors and assigns, all of its right, title, and interest in the United States and throughout the world in and to the Trademarks and any inventions, trademark rights, trademarks, and applications for trademarks, and any continuations, divisional, continuations-in-part, reissues, and reexaminations thereof, and all its right, title, and interest in the United States and throughout the world in and to the inventions to which the Trademarks and applications pertain, and in and to any corresponding foreign trademarks or trademark applications, registrations, or inventors' certificates, together with all the rights and privileges it has that are granted and secured by the Trademarks or trademark applications, registrations, or certificates, including without limitation all claims, demands, and rights of action that ASSIGNOR may have had against others on account of any past infringement of the Trademarks, and the right in ASSIGNEE to sue for and obtain all relief to which ASSIGNOR may have been entitled by reason of any such past infringement, the entire right, title, and interest to be held and enjoyed by ASSIGNEE for its own use and benefit and for the use and benefit of its successors and assigns, to the full end of the term of which trademarks, registrations, or certificates may be granted, as fully and entirely as the same would have been held and enjoyed by the ASSIGNOR had this assignment and sale not been made.

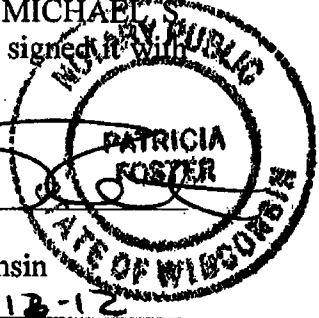
BADGER PAPER MILLS, INC.


Michael S. Polsky, as Receiver of Badger
Paper Mills, Inc.

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

On this 26th day of February, 2009, before me approved MICHAEL S. POLSKY, the person who signed this instrument and who acknowledged that he signed it with authority to do so.


Notary Public, State of Wisconsin
My Commission Expires: 12-18-12



Int. Cl.: 16

Prior U.S. Cl.: 37

United States Patent and Trademark Office

Reg. No. 1,677,567

Registered Mar. 3, 1992

**TRADEMARK
PRINCIPAL REGISTER**

ENVIROGRAPHIC

**BADGER PAPER MILLS, INC. (WISCONSIN
CORPORATION)
200 WEST FRONT STREET
P.O. BOX 149
PESHTIGO, WI 541570149**

**POSE PAPER AND MULTI-PURPOSE PAPER,
IN CLASS 16 (U.S. CL. 37).
FIRST USE 3-5-1990; IN COMMERCE
3-5-1990.**

SER. NO. 74-047,646, FILED 4-10-1990.

**FOR: COPY PAPER, BOND PAPER, DUPLI-
CATOR PAPER, TYPING PAPER, PRINTING
PAPER, MIMEOGRAPH PAPER, DUAL PUR-**

**BARBARA G. HERMAN, EXAMINING ATTOR-
NEY**

Int. Cl.: 16

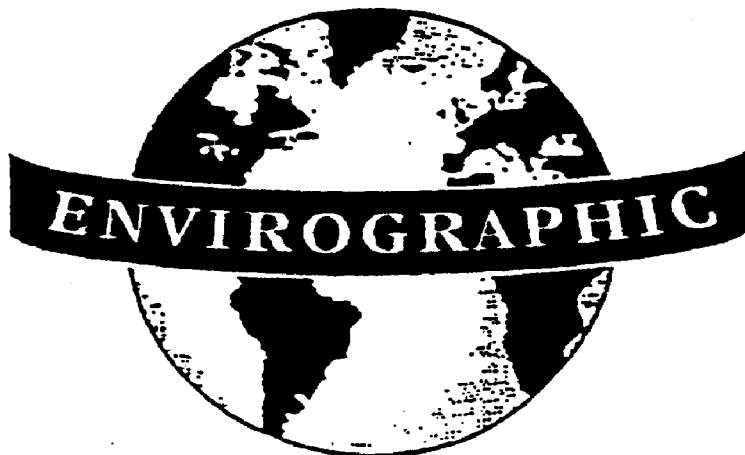
Prior U.S. Cl.: 37

United States Patent and Trademark Office

Reg. No. 1,864,664

Registered Nov. 29, 1994

**TRADEMARK
PRINCIPAL REGISTER**



**BADGER PAPER MILLS, INC. (WISCONSIN
CORPORATION)
200 WEST FRONT STREET
P.O. BOX 149
PESHTIGO, WI 541570149**

**FOR: COPY PAPER, BOND PAPER, DUPLI-
CATOR PAPER, TYPING PAPER, PRINTING
PAPER, MIMEOGRAPH PAPER, COMPUTER**

**PAPER, DUAL PURPOSE PAPER AND MULTI-
PURPOSE PAPER, IN CLASS 16 (U.S. CL. 37).
FIRST USE 10-22-1992; IN COMMERCE
10-22-1992.**

OWNER OF U.S. REG. NO. 1,677,567.

SER. NO. 74-369,423, FILED 3-17-1993.

**SCOTT GOODPASTER, EXAMINING ATTOR-
NEY**

PNC BANK, NATIONAL ASSOCIATION

Plaintiff,

v.

BADGER PAPER MILLS, INC.

Defendant.

AUTHENTICATED COPY
LINDA L. DUMKE-MARQUARDT

NOV 15 2005

Case No. 05-CV-380

CLERK OF COURTS
MARINETTE COUNTY, WI

ORDER APPROVING THE SALE AND ASSIGNMENT OF ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES TO BPM, INC. (OR ITS ASSIGNS), WITH ALL LIENS, CLAIMS AND ENCUMBRANCES ATTACHING TO THE PROCEEDS OF SALE, AND AUTHORIZING THE DISBURSEMENT OF CERTAIN SALE PROCEEDS

Upon consideration of the Receiver’s Emergency Motion to Sell Substantially All Assets of Badger Paper Mills, Inc. and For Authority to Disburse the Sale Proceeds (the “Sale Motion”) and all other pleadings on file herein, and the Court having held a hearing on November 15, 2005 for the approval of the Sale Motion; and the Court having determined that due and proper notice of the Sale Motion and hearing was provided to all creditors, shareholders and other parties interested in these proceedings, and to all parties who expressed an interest in acquiring Defendant’s assets and for the reasons stated on the record at the sale hearing, the Court hereby makes the following Findings of Fact, Conclusions of Law, and Order:

FINDINGS OF FACT

1. On October 26, 2005 (the “Filing Date”), this action was commenced by the filing of a Summons and Complaint by PNC Bank, National Association.

2. On the Filing Date, the Court appointed Michael S. Polsky (the "Receiver") as Receiver for Badger Paper Mills, Inc. (the "Debtor") under Chapter 128 of the Wisconsin Statutes.

3. Pursuant to the "Order Granting Receiver's Emergency Motion For Entry of An Order Approving Bid Procedures" and the "Receiver's Emergency Motion to Sell Certain Assets of Badger Paper Mills, Inc.", an auction was conducted by Receiver on November 14, 2005. There were four qualified bidders at the auction, one of whom was BPM, Inc. ("BPM").

4. The auction began at approximately 10:00 a.m. and continued until 8:30 p.m. The successful bidder with the best offer was BPM, Inc. ("BPM").

5. Pursuant to an Asset Purchase Agreement submitted by BPM pursuant to the sale procedures and pursuant to the auction, BPM has agreed to purchase from the Receiver substantially all of Debtor's property both real and personal, except for the specifically "Excluded Assets" set forth in Section 1.3 of the Sale Agreement (the assets being purchased may hereafter be referred to as the "Purchased Assets"). A copy of the Asset Purchase Agreement as modified pursuant to the auction (the "Sale Agreement") has been filed with the Court.

6. BPM has offered to pay to the Receiver the following amounts for the Purchased Assets (the "Purchase Price"), of which \$300,000 has been paid as a deposit against the Purchase Price:

<u>Purchased Assets</u>	<u>Purchase Price</u>
All general intangibles	\$100,000
The Oconto Falls Real Estate	\$750,000
All other Real Estate	\$2,000,000
All machinery, equipment and other assets, except Excluded Assets	<u>\$2,852,000</u>
Total	\$5,702,000

7. The Sale Agreement is the product of the auction, the court-approved sale procedures and good faith negotiations, at arms length and without collusion, and is commercially reasonable.

8. The sale by the Receiver of the Purchased Assets to BPM (or its assigns) is in the best interest of the Debtor, its creditors and other parties in interest.

9. The Receiver has recommended approval of the Sale Agreement.

10. PNC Bank, National Association has consented to the Sale Agreement and the sale to BPM and has agreed to release its liens, security interests and encumbrances on the Purchased Assets upon payment of the Purchase Price.

11. Heartland Business Bank has consented to the Sale Agreement and the sale to BPM and has agreed to release its liens, security interests and encumbrances upon payment of the Purchase Price.

12. The City of Peshtigo has consented to the Sale Agreement and the sale to BPM and has agreed to release its liens, security interests and encumbrances upon payment of the Purchase Price.

13. The Wisconsin Department of Workforce Development, on its own behalf and on behalf of all employees of the Debtor, has consented to the Sale Agreement and the sale to BPM and has agreed to release its, and all employees', liens, security interests and encumbrances on the Purchased Assets upon payment of the Purchase Price.

14. Valuation of the Purchased Assets by the secured creditors is impracticable and would cause undue delay. Therefore, sale by the Receiver of the Purchased Assets pursuant to Wis. Stat. §128.25(6)(c), pursuant to the auction, was and is appropriate.

CONCLUSIONS OF LAW

15. Effective on the Filing Date, and pursuant to Chapter 128 of the Wisconsin Statutes, all title in and to the Debtor's assets became vested in the Receiver.

16. The sale and assignment of the Purchased Assets by the Receiver to BPM complies in all respects with Chapter 128 of the Wisconsin Statutes and the sale procedures approved by the Court.

17. Upon closing, the transfer of the Purchased Assets by the Receiver will constitute a legal, valid and enforceable transfer to BPM (or its assigns) of all right, title and interest in the Purchased Assets, free and clear of all liens, claims and encumbrances including, without limitation:

A. County of Marinette:

Mortgages identified by Document Numbers 622566, 622567, 637130, 622567, 637131, 635998; and Financing Statement Document Number 622565.

B. County of Oconto:

Mortgages identified by Document Number 473768; Financing Statement Document Numbers 510714, 549506, and 581451; Notice of Wage Lien docketed and/or filed by the Wisconsin Department of Workforce Development as Case No.2005 CL 000011; Notice of Lien, Document Number 488372;

C. All U.C.C. Financing Statements filed with the Wisconsin Department of Financial Institutions as to the Purchased Assets.

18. BPM shall not be liable for any of the Debtor's debts, liabilities or obligations, except those expressly assumed in the Sale Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Sale Agreement and the sale of the Purchased Assets to BPM by the Receiver is hereby approved in all respects.

2. The Receiver is hereby authorized to sign the Sale Agreement and shall promptly consummate the sale and assignment of the Purchased Assets to BPM or its assigns, as BPM may direct. The Receiver is also authorized and empowered now and in the future to execute and deliver to BPM or its assigns any and all documents necessary to carry out the provisions of the Sale Agreement or this Order, including such bills of sale and real estate deeds as may be necessary or desirable to consummate the sale, and is further authorized to take such other actions and execute such other documents as will be consistent with and necessary or appropriate to implement, effectuate or consummate the sale or assignment of the Purchased Assets to BPM or its assigns pursuant to the Sale Agreement without further order of this Court.

3. Upon the closing of the sale or assignment of the Purchased Assets, all right, title and interest in and to the Purchased Assets shall be vested in BPM or its designated assignees, free and clear of all liens, claims and encumbrances. The liens and security interests of PNC Bank, National Association, Heartland Business Bank (a/k/a Wisconsin Community Bank), the City of Peshtigo, Marinette County, the Wisconsin Department of Work Force Development, all employees of the Debtor, and all other liens, claims and encumbrances in or upon the Purchased Assets, shall then no longer attach to the Purchased Assets, and shall attach to the proceeds of the sale to the same extent and priority as they existed with respect to the Purchased Assets immediately prior to the closing.

4. BPM and its assignees of the Purchased Assets shall not be liable for any of the Debtor's debts, liabilities or obligations, except those expressly assumed in the Sale Agreement,

including, without limitation, any monetary damage awards issued by the NLRB related to any act or omission of Debtor.

5. The Receiver is authorized to disburse from the sale proceeds the following amounts, to the following persons:

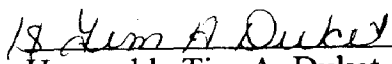
<u>Creditor</u>	<u>Allocation</u>
Badger Converting (Breakup Fee)	\$300,000
PNC Bank, National Association	\$100,000
Heartland Business Bank	

to be applied to the payment of their respective secured claims in the Purchased Assets. All other proceeds shall be held by the Receiver pending further order of this Court.

6. This Court retains exclusive jurisdiction to interpret and enforce the provisions of this Order, the Sale Agreement, and to resolve any disputes with respect to the sale by the Receiver of the Purchased Assets to BPM.

Dated this 15th day of November, 2005.

BY THE COURT:



 Honorable Tim A. Duket
 Circuit Court Judge

EDWARD B. GOODRICH
RICHARD G. LEONARD
BRUCE W. NECKERS
ROBERT J. DUGAN
TERRENCE L. GROESSER
THOMAS P. HOGAN
MARY ANN CARTWRIGHT
DANIEL L. ELVE
THOMAS L. SAXE
JAMES L. SCHIPPER
LAURIE M. STRONG
GREGORY G. TIMMER
SCOTT J. STEINER
DOUGLAS P. VANDEN BERGE
ROBERT C. SHAVER
JOHN M. LICHTENBERG
MARK E. FATUM
DAN E. BYLENGA, JR.
PAUL A. MCCARTHY
RANDY J. KOLAR
MICHAEL C. WALTON
BRUCE A. COURTADE
PETER J. LOZICKI
TODD A. HENDRICKS
MARK S. PENDERY
MARTIN W. BUSCHLE
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MARY JANE RHOADES
CONNIE R. THACKER
DAVID E. BEVINS



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Grand Rapids, MI 49503-2793

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March 11, 2009

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JAMES R. POLL
STEPHANIE L. PRIES

OF COUNSEL
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F. WILLIAM MCKEE
ARTHUR C. SPALDING
CHARLES T. ZIMMERMAN
ROBERT F. WILLIAMS
JAMES M. FLAGGERT

GRAND RAPIDS
GRAND HAVEN

USPTO
P.O. Box 1450
Alexandria, VA 22313-1450

Re: **Assignment of Trademarks: Trademark Registration Nos. 1677567 and 1864664
Our File No. 54635-1**

To Whom It May Concern:

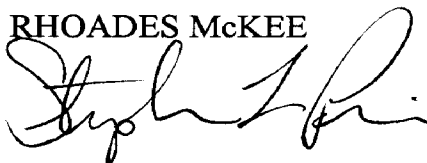
Enclosed for recordation and filing, please find the following:

1. Form PTO-1594, Recordation Form Cover Sheet;
2. A copy of the *Order Approving the Sale and Assignment of Assets Free and Clear of All Liens, Claims and Encumbrances to BPM, Inc. (or its Assigns), with All Liens, Claims and Encumbrances Attaching to the Proceeds of Sale, and Authorizing the Disbursement of Certain Sale Proceeds, PNC Bank, N.A. v. Badger Paper Mills, Inc., Circuit Court in Marinette County of the State of Wisconsin, Docket No. 05-CV-380;*
3. U.S. Trademark Assignment from Michael S. Polsky, as Receiver of Badger Paper Mills, Inc., a Wisconsin Corporation to BPM, Inc., a Michigan corporation; and
4. A check in the amount of \$65 (Check No. 120350).

Please feel free to contact me should you have any questions or concerns regarding this matter.

Very truly yours,

RHOADES McKEE



Stephanie L. Pries

Direct Dial Telephone: (616) 233-5236
E-Mail: slpries@rhoadesmckee.com

SLP/vlb

Enclosures

cc: BPM, Inc.
Michael S. Polsky