

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
Paper Industry Management Association		10/06/2008	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Technical Association of the Pulp and Paper Industry, Inc.		
Street Address:	15 Technology Parkway South		
City:	Norcross		
State/Country:	GEORGIA		
Postal Code:	30092		
Entity Type:	non-profit corporation: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2285235	PIMA	
CORRESPONDENCE DATA			
Fax Number:	(312)372-6685		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 263-3001		
Email:	njb@howehutton.com		
Correspondent Name:	Nathan J. Breen		
Address Line 1:	20 N. Wacker Dr., Suite 4200		
Address Line 2:	Howe & Hutton, Ltd.		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Nathan J. Breen		
Signature:	/Nathan J. Breen/		
Date:	09/30/2009		

OP \$40.00 2285235

Total Attachments: 5

source=_0930161707_001#page1.tif

source=_0930161707_001#page2.tif

source=_0930161707_001#page3.tif

source=_0930161707_001#page4.tif

source=_0930161707_001#page5.tif

SECOND BILL OF SALE AND ASSIGNMENT

THIS SECOND BILL OF SALE AND ASSIGNMENT (this "Bill of Sale and Assignment") is made and entered into this 6th day of October, 2008 by the Paper Industry Management Association, Inc., a corporation organized under the Illinois General Not For Profit Corporation Act ("Seller") with respect to the conveyance of certain assets by Seller to the Technical Association of the Pulp and Paper Industry, Inc., a nonprofit corporation incorporated under the laws of the State of Georgia ("Purchaser") pursuant to that certain Asset Purchase Agreement dated as of December 4, 2006, as amended by the Amendment to Asset Purchase Agreement dated March 13, 2007, and as further amended by the Second Amendment to Asset Purchase Agreement dated October 6th 2008 (as so amended, the "Purchase Agreement"), by and between Seller and Purchaser.

This Bill of Sale and Assignment is executed and delivered in connection with the Purchase Agreement, and all terms not defined herein shall have the same meanings as in the Purchase Agreement.

1. Sale and Transfer of Assets and Contract Rights. For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Seller hereby sells, transfers, assigns, conveys, grants and delivers to Purchaser, effective as of 9:00 a.m. (Eastern standard time) on October 6th 2008 (the "Effective Time"), all of Seller's right, title and interest in and to the Assets designated for sale at the Second Closing (the "Acquired Assets"), as those terms are defined in the Purchase Agreement.

2. Further Actions. If subsequent to the date hereof any property that is part of the Assets comes into the possession of Seller, Seller shall promptly deliver the same to Purchaser, at Seller's expense, and if such property is in the form of checks, drafts or other negotiable instruments, Seller shall promptly endorse the same to Purchaser. Seller covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Acquired Assets hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of Purchaser's title to the Acquired Assets and, at the request of Purchaser, to execute and deliver (or cause to be executed and delivered) further instruments of transfer and assignment and take such other action as Purchaser may reasonably request to more effectively transfer and assign to and vest in Purchaser each of the Acquired Assets, all at the sole cost and expense of Seller.

3. Power of Attorney. Without limiting Section 2 hereof, Seller hereby constitutes and appoints Purchaser and its successors and assigns the true and lawful agent and attorney in fact of Seller, with full power of substitution and resubstitution, in whole or in part, in the name and stead of Seller but on behalf and for the benefit of Purchaser and its successors and assigns, from time to time:

- (a) to demand, receive and collect any and all of the Acquired Assets and to give receipts and releases for and with respect to the same, or any part thereof;
- (b) to institute and prosecute, in the name of Seller or otherwise, any and all proceedings at law, in equity or otherwise, that Purchaser or its successors and assigns may deem proper in order to collect or reduce to possession any of the Acquired Assets and in order to collect or enforce any claim or right of any kind hereby assigned or transferred, or intended so to be; and
- (c) to do all things legally permissible, required or reasonably deemed by Purchaser to be required to recover and collect the Acquired Assets and to use Seller's name in such manner as Purchaser may reasonably deem necessary for the collection and recovery of same,

Seller hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Seller's representations, warranties, covenants, agreements and indemnities relating to the Acquired Assets, are incorporated herein by this reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Notices. All notices or other communications or deliveries provided for under this Bill of Sale and Assignment shall be given as provided in the Purchase Agreement.

6. Binding Effect; Assignment. This Bill of Sale and Assignment and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Governing Law. This Bill of Sale and Assignment shall be interpreted, construed and governed according to the laws of the State of Georgia.

8. Counterparts. This Bill of Sale and Assignment may be executed in two or more counterparts (including by means of telecopied signature pages) each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

[Signatures Appear on Next Page]

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, Seller has executed this Bill of Sale and Assignment as of the day and year first above written.

SELLER:

**Paper Industry Management
Association, Inc.**

By: Joseph L. Konkol

Name: Joseph L. Konkol

Title: President

PURCHASER:

**Technical Association of the Pulp and
Paper Industry, Inc.**

By: Larry N. Montague

Name: LARRY N. MONTAGUE

Title: President

Exhibit A

Assets

1. The names or marks "Paper Industry Management Association", "PIMA" and all other names, trademarks, service marks, trade names, logos related to the Paper Industry Management Association, and its activities;
2. All membership lists and other membership records of PIMA.