

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/01/2010

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wausau Paper Printing & Writing, LLC		12/21/2009	LIMITED LIABILITY COMPANY: WISCONSIN

RECEIVING PARTY DATA

Name:	Wausau Paper Mills, LLC
Street Address:	100 Paper Place
City:	Mosinee
State/Country:	WISCONSIN
Postal Code:	54455
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	1573320	ASTROBRIGHTS
Registration Number:	3216862	ASTROBRIGHTS TEXTURES
Registration Number:	3136380	ASTROBRIGHTS GLISTEN
Registration Number:	2667132	ASTROBRIGHTS PRINT & STICK
Registration Number:	962796	ASTROPARCHE
Registration Number:	2719991	ASTROPAQUE
Registration Number:	3216826	CELESTIAL BLUE
Registration Number:	1123706	EXACT
Registration Number:	1901731	EXACT
Registration Number:	3152691	EXACT BRIGHTS
Registration Number:	3117779	EXACT DIGITAL
Registration Number:	3294474	EXACT ECO 100

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Registration Number:	3149298	EXACT ICE
Registration Number:	3174621	MOMENTUM
Registration Number:	3121174	ROYAL COMPLEMENTS
Registration Number:	3008253	ROYAL COTTON
Registration Number:	1718073	ROYAL FIBER
Registration Number:	1882195	ROYAL LAID
Registration Number:	1612046	ROYAL LINEN
Registration Number:	1879731	ROYAL MARBLE
Registration Number:	3169249	ROYAL METALLICS
Registration Number:	3577723	ROYAL RESOURCE
Registration Number:	2965763	ROYAL SILKPLUS
Registration Number:	1836755	
Serial Number:	77494050	INTRIGUE

CORRESPONDENCE DATA

Fax Number: (715)845-2718
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (715) 845-4336
Email: slipowski@ruderware.com
Correspondent Name: Steven P. Lipowski
Address Line 1: P.O. Box 8050
Address Line 4: Wausau, WISCONSIN 54402-8050

NAME OF SUBMITTER:	Steven P. Lipowski
Signature:	/Steven P. Lipowski/
Date:	01/06/2010

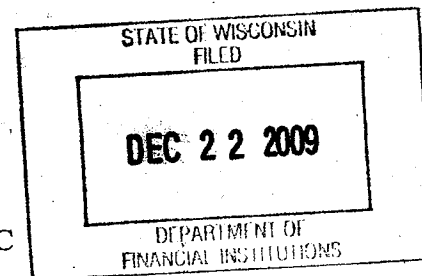
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WISCONSIN
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ARTICLES OF MERGER
OF
WAUSAU PAPER PRINTING & WRITING, LLC
INTO
WAUSAU PAPER MILLS, LLC




The undersigned, Scott P. Doescher, Senior Vice President, Finance/Manager of Wausau Paper Printing & Writing, LLC and Wausau Paper Mills, LLC does hereby certify as follows:

1. The name of the merging entity is Wausau Paper Printing & Writing, LLC. Wausau Paper Printing & Writing, LLC is a Wisconsin limited liability company.
2. The above-named merging entity does have a fee simple ownership interest in Wisconsin real estate.
3. The name of the surviving entity is Wausau Paper Mills, LLC. Wausau Paper Mills, LLC is a Wisconsin limited liability company.
4. The surviving entity is not a Domestic or Foreign Business Corporation that is an indirect wholly owned subsidiary or parent.
5. The terms, conditions and manner of the plan of merger is set forth in the Agreement and Plan of Merger attached hereto and made a part hereof.
6. The Agreement and Plan of Merger was approved in accordance with Section 183.1202, Wisconsin Statutes.
7. This merger shall be effective as of January 1, 2010 at 12:01 a.m. (the "Effective Date and Time").

Dated this 21st day of December, 2009.

WAUSAU PAPER PRINTING & WRITING, LLC

WAUSAU PAPER MILLS, LLC

By: 
Scott P. Doescher, Executive Vice President,
Finance/Manager

Drafted By:

Jeremy M. Welch, Esq.
Ruder Ware, L.L.S.C.
P.O. Box 8050
Wausau, WI 54402-8050

Return To:

Cindy M. Dahlke, Paralegal
Ruder Ware, L.L.S.C.
P.O. Box 8050
Wausau, WI 54402-8050

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into as of the 21st day of December, 2009, by and between Wausau Paper Printing & Writing, LLC, a Wisconsin limited liability company (the "Merger Company"), and Wausau Paper Mills, LLC (the "Surviving Company"), (the Merger Company and the Surviving Company are sometimes referred to herein as the "Constituent Companies").

RECITALS

A. The Merger Company and the Surviving Company desire to merge upon the terms and conditions of this Agreement.

B. The Member of the Merger Company and the Member of the Surviving Company have approved the merger of the Merger Company with and into the Surviving Company (the "Merger") upon the terms and subject to the conditions set forth in this Agreement.

ARTICLE 1 - THE MERGER

Section 1.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Limited Liability Law of the State of Wisconsin (the "Limited Liability Law") at the Effective Date and Time (as defined in Section 1.2 below), the Merger Company shall be merged with and into the Surviving Company. As a result of the Merger, the separate corporate existence of the Merger Company shall cease and the Surviving Company shall continue as the Surviving Company of the Merger. The Surviving Company shall (a) continue its corporate existence under the laws of the State of Wisconsin, (b) retain its present name, (c) retain its principal office in the State of Wisconsin at 100 Paper Place, Mosinee, Wisconsin 54455; and (d) succeed to all rights, assets, liabilities and obligations of Merger Company and the Surviving Company in accordance with the Limited Liability Company Law. At the Effective Date and Time, the Surviving Company shall thereupon and thereafter possess all of the rights, privileges, powers and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Companies; and all and singular the rights, privileges, powers and franchises of each of the Constituent Companies, and all of the property, real, personal and mixed, tangible and intangible, and all debts due to either of the Constituent Companies on whatever account, as well as all other things in action or belonging to each of the Constituent Companies shall be vested in the Surviving Company; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Company as they were of the respective Constituent Companies, and title to any real estate vested by deed or otherwise in either of the Constituent Companies shall not revert or be, in any way, impaired by reason of the Merger; but all rights of creditors and all liens upon any property of either of the Constituent Companies shall be preserved unimpaired, and all debts, liabilities and duties of the

respective Constituent Companies shall thenceforth attach to the Surviving Company, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

Section 1.2 Effective Date and Time. After satisfaction of the conditions set forth in Article 4 of this Agreement, the parties hereto shall cause the Merger to be consummated by filing articles of merger (together with a plan of merger, which shall consist of this Agreement) (the "Articles of Merger") with the Wisconsin Department of Financial Institutions, in such form as required by, and executed in accordance with the relevant provisions of the Limited Liability Company Law. The Merger shall become effective on January 1, 2010 at 12:01 a.m. (the "Effective Date and Time").

Section 1.3 Effect of the Merger. At the Effective Date and Time, the effect of the Merger shall be as provided in the applicable provisions of the Limited Liability Company Law.

ARTICLE 2 - ARTICLES OF ORGANIZATION, OPERATING AGREEMENT; OFFICERS

Section 2.1 Articles of Organization. From and after the Effective Date and Time, the Articles of Organization of the Surviving Company shall be the Articles of Organization of the Surviving Company, and thereafter may be amended in accordance with their terms and as provided by applicable law.

Section 2.2 Operating Agreement. From and after the Effective Date and Time, the Operating Agreement of the Surviving Company shall be the Operating Agreement of the Surviving Company, and thereafter may be amended in accordance with their terms and as provided by applicable law.

ARTICLE 3 - SURRENDER OF UNIT CERTIFICATES

Section 3.1 Merger Company. At the Effective Date and Time, each Unit of the Merger Company validly issued immediately prior to the Effective Date and Time of the Merger (the "Merger Company Units") shall, by virtue of the Merger and without any action on the part of the holder thereof, be automatically cancelled and retired and cease to exist, and no cash or securities or other property shall be payable in respect thereof.

Section 3.2 Surviving Company. At the Effective Date and Time, each Unit of the Surviving Company validly issued immediately prior to the Effective Date and Time (the "Surviving Company Units") shall, by virtue of the Merger, be the units of the Surviving Company from and after the Effective Date and Time.

ARTICLE 4 - TERMINATION AND ABANDONMENT

Section 4.1 Method of Termination. This Agreement may be terminated by the Member of the Merger Company or by the Member of the Surviving Company, and the Merger

abandoned, at any time prior to the Effective Date and Time, whether before or after adoption by the Member of the Merger Company or the Member of the Surviving Company.

Section 4.2 Procedure Upon Termination. In the event of termination and abandonment by either the Merger Company or the Surviving Company, written notice thereof shall forthwith be given to the other party and the transactions contemplated by this Agreement shall be terminated and abandoned without any further action by either party.

Section 4.3 Amendment. This Agreement may be amended by the parties hereto, by or pursuant to action taken by the member of the Merger Company or by the Member of the Surviving Company, at any time prior to the Effective Date and Time, whether before or after approval hereof by the Member of the Merger Company and the Member of the Surviving Company; provided, however, that after such approval, no amendment shall be made that alters or changes the amount or kind of consideration to be received by such Members, that alters or changes any term of the articles of organization of the Surviving Company which change could not otherwise be adopted by the Member of the Surviving Company, or that in any way materially adversely affects the rights of such shareholders, without the further approval of such shareholders. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

ARTICLE 5 - GENERAL PROVISIONS

Section 5.1 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 5.2 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party.


Section 5.3 Counterparts. This Agreement may be executed in two or more counterparts which together shall constitute a single agreement.

Section 5.4 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and undertakings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof and, except as otherwise expressly provided herein, are not intended to confer upon any other person any rights or remedies hereunder.

Section 5.5 Governing Law. This Agreement, except to the extent that the Limited Liability Company Law is applicable to the Merger and the rights of the Member of the Merger Company in a way that preempts this Agreement, shall be governed by the laws of the State of Wisconsin, without giving effect to the provisions thereof relating to conflicts of law.

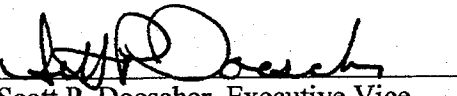
WAUSAU PAPER PRINTING & WRITING, LLC

By:


Scott P. Doescher, Executive Vice
President, Finance/Manager

WAUSAU PAPER MILLS, LLC

By:


Scott P. Doescher, Executive Vice
President, Finance/Manager