

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Smart Papers LLC | | 05/22/2007 | LIMITED LIABILITY COMPANY: DELAWARE |
| 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: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3210176 | SMART DIGITAL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (713)615-5803 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | (713) 758-1105 | | |
| Email: | iptldocket@velaw.com | | |
| Correspondent Name: | W. Scott Brown | | |
| 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: | W. Scott Brown | | |
| Signature: | /wsb/ | | |

CH \$40.00 3210176

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**TRADEMARK
 REEL: 004533 FRAME: 0922**

Date:

05/04/2011

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment, dated as of 5/22, 2007, is entered into by and among PF Papers, LLC, a Delaware limited liability company, Premium Papers Holdco, LLC, a Delaware limited liability company, and Smart Papers LLC, a Delaware limited liability company, as debtors and debtors in possession (collectively, the "*Assignors*"), and Smart Papers Holdings LLC, a Delaware limited liability company (the "*Assignee*");

WHEREAS, Assignors and Assignee have entered into that certain Bill of Sale and Assignment Agreement dated as of December 21, 2006 (the "*Bill of Sale*"); and

WHEREAS, pursuant to the Bill of Sale, each of the Assignors has agreed to assign to Assignee all of its right, title and interest in and to the Intellectual Property (as defined in the Bill of Sale), including the trademark(s) and/or service mark(s) applications and registrations set forth on the attached Schedule 1 (collectively, the "*Trademarks*"), and Assignee has agreed to acquire all right, title and interest in the Trademarks.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

Each of the Assignors hereby, absolutely and unconditionally, conveys, sells, assigns, transfers, grants and sets over unto Assignee, all of such Assignor's worldwide rights, title and interest and benefit in and to the Trademarks, together with all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claim, and collect all damages for any past, present, or future infringement or misappropriation of the Trademarks, including the goodwill of the businesses connected to the use of each of the Trademarks, the same to be held and enjoyed by Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by such Assignor if this sale had not been made and Assignee does hereby accept such sale, assignment, transfer, grant, conveyance and set over.

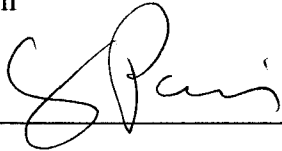
Because this instrument has been authorized pursuant to an Order of the United States Bankruptcy Court for the District of Delaware, relating to a plan of reorganization of the Assignors, it is exempt from transfer taxes, stamp taxes or similar taxes pursuant to 11 U.S.C. §1146(c).

Each of the Assignors hereby covenants and agrees that it will communicate to Assignee, its successors, legal representatives and assigns, any material facts (including, but not limited to, information relating to use or non-use, enforceability, or infringement of the Trademarks) known to it with respect to the Trademarks and testify in any legal proceeding, sign all lawful papers, execute all applications (including, but not limited to, powers of attorney, specific assignments, transfers and assurances), make all rightful oaths and use its reasonable best efforts at the request and expense of Assignee to aid Assignee, its successors, legal representatives and assigns in obtaining and enforcing protection for the Trademarks and in enjoying the full benefits thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignors and Assignee have executed this Trademark Assignment as of the day and year first above written.

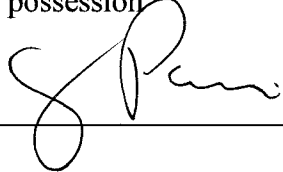
PF PAPERS, LLC, as debtor and debtor in possession

By: 

Name:

Title:

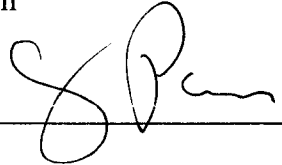
PREMIUM PAPERS HOLDCO, LLC, as debtor and debtor in possession

By: 

Name:

Title:


SMART PAPERS LLC, as debtor and debtor in possession

By: 

Name:

Title:

SMART PAPERS HOLDINGS LLC.

By: 

Name: DANIEL MANEU

Title: PRESIDENT/COO

[NOTARIZATION PAGE FOLLOWS]

STATE OF New Jersey)
) §§
COUNTY OF Essex)

Before me, the undersigned, a notary public in and for said County and State, personally appeared Anthony Paccione, an authorized representative of PF Papers LLC, a Delaware limited liability company, Anthony Paccione an authorized representative of Premium Papers Holdco LLC, a Delaware limited liability company, and Anthony Paccione an authorized representative of Smart Papers LLC, a Delaware limited liability company, and each such representative acknowledged the execution of the foregoing Trademark Assignment to be his voluntary act and deed on behalf of said company.

WITNESS MY HAND AND SEAL THIS 22 day of May, 2007.

Jane M. Wojslawowicz
Notary Public

Printed: JANE M. WOJSLAWOWICZ
A Notary Public of New Jersey
My Commission Expires 7-17-2009

My Commission Expires: _____

STATE OF _____)
) §§
COUNTY OF _____)

Before me, the undersigned, a notary public in and for said County and State, personally appeared _____, an authorized representative of Smart Papers Holdings LLC, a Delaware limited liability company, who acknowledged the execution of the foregoing Trademark Assignment to be his voluntary act and deed on behalf of said company.

WITNESS MY HAND AND SEAL THIS ____ day of _____, 2007.

Notary Public

Printed: _____

My Commission Expires: _____

STATE OF _____)
) §§
COUNTY OF _____)

Before me, the undersigned, a notary public in and for said County and State, personally appeared _____, an authorized representative of PF Papers LLC, a Delaware limited liability company, _____ an authorized representative of Premium Papers Holdco LLC, a Delaware limited liability company, and _____ an authorized representative of Smart Papers LLC, a Delaware limited liability company, and each such representative acknowledged the execution of the foregoing Trademark Assignment to be his voluntary act and deed on behalf of said company.

WITNESS MY HAND AND SEAL THIS ____ day of _____, 2007.

Notary Public

Printed: _____

My Commission Expires: _____

STATE OF Ohio)
) §§
COUNTY OF Butler)

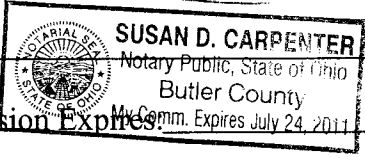
Before me, the undersigned, a notary public in and for said County and State, personally appeared Daniel J. Mahan, an authorized representative of Smart Papers Holdings LLC, a Delaware limited liability company, who acknowledged the execution of the foregoing Trademark Assignment to be his voluntary act and deed on behalf of said company.

WITNESS MY HAND AND SEAL THIS 1ST day of February, 2008.

Susan D. Carpenter
Notary Public

Printed: _____

My Commission Expires: _____



Schedule 1

| <u>Jurisdiction</u> | <u>Trademark</u> | <u>Registered/ [Filed]/(Renewed)</u> | <u>Registration/Serial No.</u> |
|----------------------------|----------------------------------|---|--|
| US | SMART DIGITAL | 2-20-2007 | 3210176 |
| ALGERIA | COLORCAST | 7-15-1969 | 16379 41212 |
| ARGENTINA | CARNIVAL | 8-22-1996 | 1,612,403 |
| ARGENTINA | CARNIVAL | 9-25-2006 | 2,703,335 |
| BRAZIL | SMART | 10-29-2001 | 824132130 |
| BRAZIL | SMART PAPERS | 10-29-2001 | 824132122 |
| CANADA | COLORCAST | 7-13-1956 | 103,800 |
| CHILE | KROMEKOTE | (3-29-01) | 361.647 593.517 - (Renewal Reg. No.) |
| CHINA | KROMEKOTE | 1-21-2005 | 3477347 |
| COSTA RICA | CORDWAIN | 10-7-2002 | 135421 |
| ECUADOR | KROMEKOTE | 8-16-2006 | 3560-06 |
| EUROPE | SMART PAPERS | 10-25-2001 | 002424620 |
| HONG KONG | CORDWAIN (in Chinese letters) | 3-12-2002 | B4819(A-B)/2003 03405/2002 |
| MEXICO | SMART PAPERS | 7-26-2002 | 755958 |
| MEXICO | SMART PAPERS | 7-26-2002 | 755957 |
| MEXICO | CORDWAIN | 6-18-2002 | 751013 |
| MEXICO | KROMEKOTE | 3-11-1991 | 392-213 |
| NORWAY | KROMEKOTE | 8-31-1953 | 45633 |
| PERU | KROMEKOTE | (3-8-2005) | 31559 |