

Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31/2012)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Buckeye Technologies Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 30 January 2012

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: National Tissue Company LLC

Internal Address: _____

Street Address: 3326 Layton Avenue

City: Cudahy

State: WI

Country: USA Zip: 53110

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other limited liability co Citizenship Wisconsin

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)

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 Attached List

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: Marcia Layton

Internal Address: DeWitt Ross & Stevens S.C.

Street Address: 2 E. Mifflin Street, Suite 600

City: Madison

State: WI Zip: 53703-2865

Phone Number: 608-255-8891

Fax Number: 608-252-9243

Email Address: mal@dewittross.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 315

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Marcia Layton
Signature

24 April 2012

Date

Marcia Layton

Name of Person Signing

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

8

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

TRADEMARK

REEL: 004766 FRAME: 0901

OP \$315.00 3619882

U.S. TRADEMARKS ASSIGNED

Mark Name	Country	Registration Date	Registration Number
AIRCELL	U.S.	05/12/2009	3619882
ECOPLUS	U.S.	02/08/2005	2924911
IVIEW	U.S.	07/27/2010	3825759
MERFIN	U.S.	10/31/1995	1930974
MISCELLANEOUS DESIGN	U.S.	08/21/2007	3283819
SHOP ABSORBERS	U.S.	11/14/2000	2404754
SHOP PERFORMERS	U.S.	11/21/2000	2407217
TOTE WIPES	U.S.	07/02/1996	1983221
TOUCH OF LINEN	U.S.	10/17/2006	3157435
TOUCH OF LINEN (STYLIZED)	U.S.	08/07/2007	3277686
TOUCH CUSTOMER	U.S.	11/21/2000	2407218
VERSACORE	U.S.	09/25/2007	3300045

ASSIGNMENT OF MARKS

This document is an Assignment made by **Buckeye Technologies Inc.**, a Delaware corporation, located and doing business at 1001 Tillman Street, Memphis, Tennessee ("Assignor"), to **National Tissue Company LLC**, a Wisconsin limited liability company, located at 3326 Layton Avenue, Cudahy, Wisconsin ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase and Sale Agreement dated January 17, 2012, by and among Merfin Systems LLC ("Merfin"), Assignor and Assignee, Assignee has agreed to purchase substantially all of the Assets of Merfin.

WHEREAS, Assignor has adopted, used, is using and is the owner of the marks, as identified in Exhibit 1 (the "Marks").

WHEREAS, Assignor wishes to assign and Assignee wishes to accept assignment of Assignor's right, title and interest in the Marks.

NOW THEREFORE, for good and valuable consideration provided by Assignee to Assignor, the receipt and sufficiency of which is hereby mutually acknowledged:

Assignor hereby sells, assigns, and transfers to Assignee all of its rights, title and interest in and to the Marks, all above-noted registrations of and applications to register the Marks, and all goodwill associated with and symbolized by the Marks.

Assignor agrees to refrain from using the Marks in any way and for any purpose, and from using in commerce any other mark in connection with the sale, offering for sale, distribution, or advertising of any goods or services when such use is likely to cause confusion, or to cause mistake, or to deceive any party as to the source or sponsorship of any goods and services offered by Assignee in connection with any Marks. The waiver by Assignee of a breach by Assignor of this section shall not operate or be construed as a waiver of any subsequent breach by Assignor. Any use of any of the Marks by Assignor, under the terms of this section or otherwise, shall inure to the benefit of Assignee.

Assignor further assigns to Assignee all right to sue for and receive all damages accruing from past infringements of the Marks herein assigned.

Assignor shall execute and deliver such additional documents as may be reasonably requested by Assignee to vest or protect Assignee's rights in the Marks.

This Assignment shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of Assignor and Assignee, as well as all others acting by, through, with or under their direction, and all those in privity therewith.

Notwithstanding anything herein to the contrary, the provisions of this Assignment are subject, in all respects, to the terms and conditions of the Agreement and all of the representations and warranties, covenants and agreements contained therein, all of which shall survive the execution and delivery of this Assignment as provided in the Agreement. All capitalized terms not otherwise defined herein shall have the meaning given such terms in the Agreement.

[Signature Lines on Following Page].

Executed and delivered as of the ___ day of January, 2012.

BUCKEYE TECHNOLOGIES INC., Assignor

By: Steven G. Dean
Name: Steven G. Dean
Title: Sr. Vice President / Chief Financial Officer

STATE OF Tennessee)
) ss.
COUNTY OF Shelby)

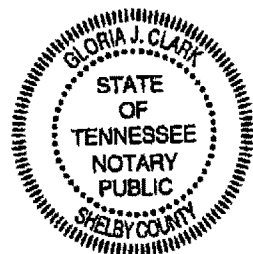
On this 24th day of January, 2012, Steven G. Dean, the Sr. Vice President / Chief Financial Officer of Buckeye Technologies Inc., the person who signed this instrument, appeared before me and acknowledged that the same was signed as a free act on behalf of Assignor with authority to do so.

Gloria J. Clark
Notary Public, State of Tennessee
My commission expires: September 11, 2013

NATIONAL TISSUE COMPANY LLC, Assignee

By: _____
William A. Raaths, Manager

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)



On this ___ day of January, 2012, William A. Raaths, Manager of National Tissue Company LLC, the person who signed this instrument, appeared before me and acknowledged that the same was signed as a free act on behalf of Assignee with authority to do so.

Notary Public, State of Wisconsin
My commission expires: _____

Exhibit 1
Marks

Mark Name	Country	Registration Date	Registration No.	Status
ECOPLUS	Canada	10/31/2006	TMA 675894	Registered; renewal due 10/31/2021
IVIEW	Canada	3/9/2011	TMA 792487	Registered; renewal due 3/9/2026
SHOP ABSORBERS	Canada	10/24/2001	TMA 552894	Registered; renewal due 10/24/2016
TOTE WIPES	Canada	3/4/1994	TMA 424756	Registered; renewal due 3/4/2024
TOUCH OF LINEN (Stylized)	Canada	3/27/2008	TMA 710371	Registered; renewal due 3/27/2023
TOUGH CUSTOMER	Canada	10/24/2001	TMA 552893	Registered; renewal due 10/24/2016
VERSACORE	Canada	5/31/2007	TMA 688724	Registered; renewal due 5/31/2022
ECOPLUS	Mexico	1/31/2006	918598	Registered; renewal due 1/5/2016
IVIEW	Mexico	5/8/2009	1098638	Registered; renewal due 1/9/2019
TOUCH OF LINEN (Stylized)	Mexico	9/19/2006	952980	Registered; renewal due 6/16/2016
VERSACORE	Mexico	6/30/2006	942496	Registered; renewal due 6/16/2016
AIRCELL	U.S.	5/12/2009	3619882	Registered; section 8 & 15 due 5/12/2015; renewal due 5/12/2019
ECOPLUS	U.S.	2/8/2005	2924911	Registered; renewal due 2/8/2015
IVIEW	U.S.	7/27/2010	3825759	Registered; section 8 & 15 due 7/27/2016; renewal due 7/27/2020
MERFIN	U.S.	10/31/1995	1930974	Registered; renewal due 10/31/2015
MISCELLANEOUS DESIGN	U.S.	8/21/2007	3283819	Registered; section 8 & 15 due 8/21/2013; renewal due 8/21/2017
SHOP ABSORBERS	U.S.	11/14/2000	2404754	Registered; renewal due 11/14/2020
SHOP PERFORMERS	U.S.	11/21/2000	2407217	Registered; renewal due 11/21/2020
TOTE WIPES	U.S.	7/2/1996	1983221	Registered; renewal due 7/2/2016
TOUCH OF LINEN	U.S.	10/17/2006	3157435	Registered; section 8 & 15 due 10/17/2012; renewal due 10/17/2016
TOUCH OF LINEN (STYLIZED)	U.S.	8/7/2007	3277686	Registered; section 8 & 15 due 8/7/2013; renewal due 8/7/2017
TOUGH CUSTOMER	U.S.	11/21/2000	2407218	Registered; renewal due 11/21/2020
VERSACORE	U.S.	9/25/2007	3300045	Registered; section 8 & 15 due 9/25/2013; renewal due 9/25/2017