

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark and Trade Name Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Manistique Papers, Inc.		05/04/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	MPI Acquisition, LLC		
Street Address:	453 S. Mackinac Avenue		
City:	Manistique		
State/Country:	MICHIGAN		
Postal Code:	49854		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2027675	INTERNET	
Registration Number:	2082850	INTERNET 100	
Registration Number:	2185145	INITIATIVE 100	
Registration Number:	2198257	MANISTIQUE PAPERS, INC.	
Registration Number:	2265639	INTERFACE 100	
Registration Number:	2276591	MANISTIQUE 100	
Registration Number:	2408950	INTERNET	
Registration Number:	2967417	MYSTIQUE	
CORRESPONDENCE DATA			
Fax Number:	6175422241		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	IPDocketingBOS@mintz.com		
Correspondent Name:	Cynthia A. Kozakiewicz, Ph.D.		
Address Line 1:	One Financial Center		

CH \$215.00 2027675

900223432

TRADEMARK
 REEL: 004782 FRAME: 0753

Address Line 2: Mintz Levin Cohn Ferris Glovsky & Popeo
Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER: 07471-511

NAME OF SUBMITTER: Cynthia Kozakiewicz

Signature: /Cynthia Kozakiewicz/

Date: 05/17/2012

Total Attachments: 6

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TRADEMARK AND TRADE NAME ASSIGNMENT

This **TRADEMARK AND TRADE NAME ASSIGNMENT** (this "Assignment"), dated as of May 4, 2012, is by and between Manistique Papers, Inc., a Delaware corporation (the "Assignor"), and MPI Acquisition, LLC, a Delaware limited liability company (the "Assignee"). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in that certain Asset Purchase Agreement, dated April 12, 2012, by and between the Assignor and the Assignee (the "Purchase Agreement").

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer, convey, deliver, and assign to the Assignee all of the Assignor's rights, title and interests in and to Assignor's trademarks and trade names identified on Schedule A attached hereto and all registered and unregistered domestic and foreign trademarks, trademark applications and renewal rights relating thereto (the "Marks").

WHEREAS, Assignor is the owner of the Marks; and

WHEREAS, Assignee wishes to be the owner of the Marks, and Assignor wishes to transfer all of its ownership of the Marks to Assignee;

NOW, THEREFORE, in consideration of the Purchase Agreement and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns, grants, conveys, sells and delivers unto the Assignee, its successors and assigns, all of Assignor's rights, title, and interests in and to the Marks, together with the goodwill associated therewith.
2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Marks, will be held and enjoyed by the Assignee and its successors, assigns and other legal representatives.
3. Further Assurances. Assignor agrees, at the Assignee's expense and request: (i) to assign, deliver and communicate to Assignee, its representatives, agents, successors and assigns any facts and materials relating to the Marks, including evidence for interference purposes or for other legal proceedings whenever requested and all files, documents and communications pertaining to the Marks, including all communications to and from the U.S. Patent and Trademark Office and any and all legal counsel advising on or assisting with the Marks; (ii) to testify in any interference or other legal proceedings whenever requested; (iii) to execute and deliver whenever requested all lawful papers required to make any of the foregoing provisions effective; and (iv) to generally provide all further cooperation, including taking such further action and executing such additional documents, which Assignee, its successors and assigns reasonably request to secure, obtain or enforce proper protection for the Marks and all associated rights in this or any foreign country.

4. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Marks.

5. Covenant Not to Sue. Assignor hereby releases, discharges, and covenants not to assert against Assignee, and Assignee's parents, subsidiaries, contractors, customers, suppliers, affiliates, agents, employees, directors, representatives, successors, assigns, licensors, licensees, partners, joint venturers, and distributors all claims, causes, obligations, rights of action, or liabilities of any kind or nature, whether now existing or hereinafter arising and whether known or unknown, arising from or relating to proprietary rights in the Marks.

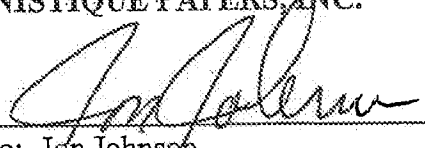
6. Miscellaneous. This Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, each of which such successors and permitted assigns will be deemed to be a party hereto for all purposes hereof. This Assignment and any of the terms contained herein may be amended or modified by Assignor and Assignee only in writing. This Assignment is executed by, and shall be binding upon, Assignor and Assignee and their respective successors and assigns, for the uses and purposes set forth and referred to above, effective immediately upon its delivery to Assignee. In the event that any provision of this Assignment is construed to conflict with a provision in the Purchase Agreement, the provision in the Purchase Agreement shall be deemed to be controlling. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, other than any provision of Delaware law that would result in the application of the laws of any jurisdiction other than Delaware. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. Assignor hereby requests and authorizes Mintz Levin, of One Financial Center, Boston, MA 02111, to insert hereon any further identification information necessary or desirable for recordation of this document, including the filing date and application number of assigned applications, if not yet known, when known.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark and Trade Name Assignment as of the date first written above

ASSIGNOR:
MANISTIQUE PAPERS, INC.

By: 
Name: Jen Johnson
Title: General Manager

ASSIGNEE:
MPI ACQUISITION, LLC

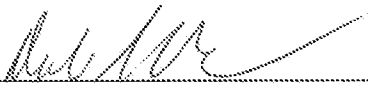
By: _____
Name: Dale Okonow
Title: Vice President

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark and Trade Name Assignment as of the date first written above

ASSIGNOR:
MANISTIQUE PAPERS, INC.

By: _____
Name:
Title:

ASSIGNEE:
MPI ACQUISITION, LLC

By:  _____
Name: Dale Okonow
Title: Vice President

SCHEDULE A

Trademarks and Trade Names

- * INTERNET
Registration No.: 2,027,675
Registration Date: December 31, 1996
International Class: 016
Goods and Services: Reprographic Paper
- * INTERNET 100
Registration No.: 2,082,850
Registration Date: July 29, 1997
International Class: 016
Goods and Services: Coated and Uncoated Paper, Namely, Computer Paper, Tablet Paper, Envelope Paper, Offset Printing Paper, Add Roll Paper, Trayliner Paper, Bag Paper, and Reprographic Paper
- * INITIATIVE 100
Registration No.: 2,185,145
Registration Date: August 25, 1998
International Class: 016
Goods and Services: Envelope Paper
- * MANISTIQUE PAPERS, INC.
Registration No.: 2,198,257
Registration Date: October 20, 1998
International Class: 016
Goods and Services: Paper, Namely, Newsprint Paper, Offset Printing Paper, Magazine Insert Paper, Adding Machine Paper, Computer Paper, and Trayliner Paper
- INTERFACE 100
Registration No.: 2,265,639
Registration Date: July 27, 1999
International Class: 016
Goods and Services: Paper, Namely, Trayliner Paper, Placemats, Bag Stock, and Foil Laminating Paper
- * MANISTIQUE 100
Registration No.: 2,276,591
Registration Date: September 7, 1999
International Class: 016
Goods and Services: Paper, Namely, Newsprint Paper, Colored Newsprint Paper, Offset Printing Paper, Magazine Insert Paper

- INTERNET
Registration No.: 2,408,950
Registration Date: November 28, 2000
International Class: 016
Goods and Services: Coated and Uncoated Paper, Namely, Computer Paper, Tablet Paper, Envelope Paper, Offset Printing Paper, Add Roll Paper, Trayliner Paper, Bag Paper, and Reprographic Paper
- MYSTIQUE
Registration No.: 2,967,417
Filing Date: July 12, 2005
International Class: 016
Goods and Services: Printing, Writing and Publication Paper

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