

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Assignment Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
White Birch Paper Holding Company		09/13/2012	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	WB US Trademark Holdings LLC
Street Address:	80 Field Point
City:	Greenwich
State/Country:	NEW YORK
Postal Code:	06830
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3231340	
Registration Number:	3231384	
Registration Number:	3196007	WHITE BIRCH PAPER
Registration Number:	3161114	WHITE BIRCH PAPER

CORRESPONDENCE DATA

Fax Number: 9177777373
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-735-3000
 Email: andrew.patrick@skadden.com
 Correspondent Name: Skadden Arps Slate Meagher & Flom
 Address Line 1: Four Times Square
 Address Line 2: Attn: John Deming, Esq.
 Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	077370/19
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CH \$115.00 3231340

NAME OF SUBMITTER:	John Deming
Signature:	/John Deming/
Date:	09/21/2012
Total Attachments: 5 source=White Birch-WB US trademark assignment agreement#page1.tif source=White Birch-WB US trademark assignment agreement#page2.tif source=White Birch-WB US trademark assignment agreement#page3.tif source=White Birch-WB US trademark assignment agreement#page4.tif source=White Birch-WB US trademark assignment agreement#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT
(White Birch)

This **TRADEMARK ASSIGNMENT AGREEMENT**, dated as of September 13, 2012 (this "Assignment"), is entered into by and between White Birch Paper Holding Company, a Canadian corporation ("Assignor"), and WB US Trademark Holdings LLC ("Assignee") (collectively, the "Parties").

WHEREAS, BD White Birch Investment LLC ("Buyer") and the other parties named therein have entered into that certain Asset Sale Agreement, dated as of August 10, 2010 (as the same may be amended, modified or supplemented from time to time, the "Asset Sale Agreement"), pursuant to which Assignor shall sell, transfer, assign, convey and deliver to Assignee all U.S. Transferred Intellectual Property of Assignor, including (i) together with the goodwill associated therewith, all U.S. and state trademarks, service marks, trade dress, logos, slogans, distinguishing guises and indicia (including all assumed and fictitious names under which the Business has been conducted), corporate names, domain names, and any other indicia of source or sponsorship of goods or services, whether registered or not registered, including all common law rights, and registrations, applications for registration, and renewals thereof, including all marks registered in the United States Patent and Trademark Office and the trademark offices of the states and territories of the U.S., including but not limited to the trademark registrations and trademark applications listed on Schedule A hereto (the "Marks");

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Asset Sale Agreement;

WHEREAS, pursuant to and in accordance with Section 2.4 of the Asset Sale Agreement, Buyer assigned to Assignee all of its rights to purchase the Assets owned by Assignor, including without limitation, the Marks; and

WHEREAS, Assignor desires to sell, transfer, assign, convey and deliver to Assignee, and Assignee desires to accept and acquire, all of Assignor's right, title and interest in and to the Marks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, assign, convey and deliver to Assignee, and Assignee accepts and acquires from Assignor, all of Assignor's right, title and interest in and to the Marks for the United States, including, without limitation, all common law rights therein, any registrations and applications therefor, any renewals of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, together with all goodwill associated therewith, and all income, royalties or payments due or payable, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own

use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as owner of the Marks (including those listed on Schedule A), as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor agrees to execute and deliver such documents and other papers and take such further actions as may reasonably be required to carry out the provisions of this Assignment and give effect to the transactions contemplated herein, including the execution and delivery of such assignments, deeds and other documents as may be necessary to transfer the Marks as provided in this Assignment.

Any questions, claims, disputes, remedies, or Actions arising from or related to this Assignment, and any relief or remedies sought by the Parties, shall be governed exclusively by the Laws of the State of New York without regard to the rule of conflict of laws applied therein or any other jurisdiction.

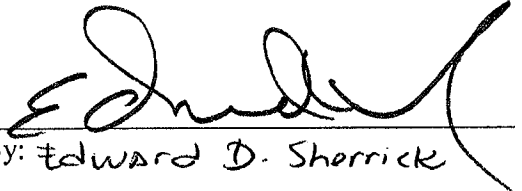
This Assignment is made as part of the Asset Sale Agreement and is effective as of September 13, 2012.

[Signature Page Follows]

Assignor:

WHITE BIRCH PAPER HOLDING COMPANY

Date: September 13, 2012


By: Edward D. Sherrick

[Signature Page to Trademark Assignment Agreement (White Birch Paper Holdings to US TM Holdings)]

Assignee:

WB US TRADEMARK HOLDINGS LLC



Date: September 13, 2012


By: Tim Butler

[Signature Page to Trademark Assignment Agreement (White Birch Paper Holdings to US TM Holdings)]

SCHEDULE A TO TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARKS

Trademark	Jurisdiction	Reg. No. (App. No.)	Registered (Filed)	Record Owner	Status Goods
	USA	3231340 (78669604)	17-APR-2007 (13-JUL-2005)	White Birch Paper Holding Co.	Registered
	USA	3231384 (78682940)	17-APR-2007 (01-AUG-2005)	White Birch Paper Holding Co.	Registered
WHITE BIRCH PAPER	USA	3196007 (78682929)	09-JAN-2007 (01-AUG-2005)	White Birch Paper Holding Co.	Registered
WHITE BIRCH PAPER	USA	3161114 (78669623)	17-OCT-2006 (13-JUL-2005)	White Birch Paper Holding Co.	Registered Supplemental Register