

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Buckeye Technologies Inc.		01/10/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Buckeye Specialty Fibers Holdings LLC		
Street Address:	1209 Orange Street		
Internal Address:	Corporation Trust Center		
City:	Wilmington, New Castle		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3227957	1ARY	
Registration Number:	2271122	BE	
Registration Number:	0578151	BUCKEYE	
Registration Number:	1864468	BUCKEYE	
Registration Number:	2447145	BUCKEYE	
Registration Number:	3177423	BUCKEYE ULTRAFIBER 500	
Registration Number:	3344715	CARESSA OCF	
Registration Number:	2416960	FOLEY FLUFFS	
Registration Number:	2303743	HPZ	
Registration Number:	3124019	ULTRAFIBER 500	
CORRESPONDENCE DATA			
Fax Number:	4045841461		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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via US Mail.

Phone: 404-652-5719
Email: gptrademarks@gapac.com
Correspondent Name: Erica J. Weiner
Address Line 1: 133 Peachtree Street, N.E.
Address Line 4: Atlanta, GEORGIA 30303

NAME OF SUBMITTER:	Sheena L. Wilson
Signature:	/Sheena L. Wilson/
Date:	01/14/2014

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into by and between Buckeye Technologies Inc., a Delaware corporation ("Assignor"), and Buckeye Specialty Fibers Holdings LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademarks set forth on Schedule A ("Trademarks"), and the goodwill associated therewith; and

WHEREAS, Assignor wishes to assign to Assignee all right, title and interest in and to the Trademarks, together with the goodwill associated therewith, effective the 31st day of December 2013.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

1. Assignor does hereby sell, assign, transfer and set over to Assignee the Assignor's entire right, title and interest in and to the Trademarks together with the Assignor's goodwill in connection with which the Trademarks are used, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties or payments in respect of the Trademarks due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, 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.

2. Assignee shall request the Commissioner of Patents and Trademarks of the United States to record Assignee as owner of the Trademarks for the sole use and enjoyment of Assignee.

3. Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all documentation as may be reasonably required) in the recordation of this Assignment.

IN TESTIMONY WHEREOF, each of Assignor and Assignee has caused this Assignment to be signed and executed by its undersigned officer thereunto duly authorized on the respective dates written below.

BUCKEYE TECHNOLOGIES INC.

By: Patrick J. Boushka

Name: Patrick J. Boushka

Title: President

Date: 1/10/14

Buckeye Specialty Fibers Holdings LLC

By: Erica J. Weiner

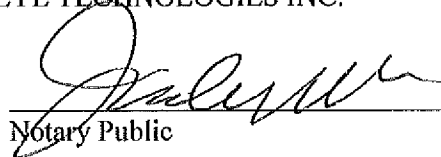
Name: Erica J. Weiner

Title: Assistant Secretary

Date: January 10, 2014

STATE OF Georgia)
) SS.
COUNTY OF Cobb)

On this 10 day of January, 2014, there appeared before me Patrick J. Boushka, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of BUCKEYE TECHNOLOGIES INC.

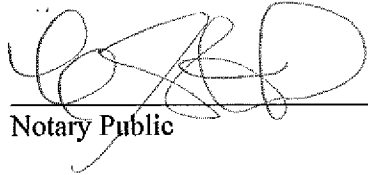


Notary Public

STATE OF GA)
COUNTY OF DeKalb) SS.

On this 10th day of January, 2014, there appeared before me Erica J. Weiner, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Buckeye Specialty Fibers Holdings LLC.





Notary Public

Schedule A

Trademark	Reg. No.	Reg. Date
1ARY	3,227,957	4/10/2007
BE (stylized)	2,271,122	8/17/1999
BUCKEYE	578,151	8/4/1953
BUCKEYE	1,864,468	11/29/1994
BUCKEYE (Stylized)	2,447,145	4/24/2001
BUCKEYE ULTRAFIBER 500	3,177,423	11/28/2006
CARESSA OCF	3,344,715	11/27/2007
FOLEY FLUFFS	2,416,960	1/2/2001
HPZ	2,303,743	12/28/1999
ULTRAFIBER 500	3,124,019	8/1/2006

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