

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304893

| | | | |
|---|--|-------------------------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | MERGER AND CHANGE OF NAME | | |
| EFFECTIVE DATE: | 04/14/2014 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Pac Paper, Inc. | | 04/14/2014 | CORPORATION: WASHINGTON |
| NEWLY MERGED ENTITY DATA | | | |
| Name | Execution Date | Entity Type | |
| PKDY Acquisitions, LLC | 04/14/2014 | LIMITED LIABILITY COMPANY: DELAWARE | |
| MERGED ENTITY'S NEW NAME (RECEIVING PARTY) | | | |
| Name: | Pac Paper, LLC | | |
| Street Address: | 6416 NW Whitney Road | | |
| City: | Vancouver | | |
| State/Country: | WASHINGTON | | |
| Postal Code: | 98665 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77013096 | BAKERY PAC | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3606940943 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 3605673226 | | |
| Email: | lisa.gray@pacpaperinc.com | | |
| Correspondent Name: | Lisa Gray | | |
| Address Line 1: | 6416 NW Whitney Road | | |
| Address Line 4: | Vancouver, WASHINGTON 98665 | | |
| NAME OF SUBMITTER: | Lisa Gray | | |
| SIGNATURE: | /LISA GRAY/ | | |
| DATE SIGNED: | 05/19/2014 | | |
| Total Attachments: 4 | | | |

OP \$40.00 77013096

source=Pac Paper - PKDY Bill of Sale#page1.tif

source=Pac Paper - PKDY Bill of Sale#page2.tif

source=Pac Paper - PKDY Bill of Sale#page3.tif

source=Pac Paper - PKDY Bill of Sale#page4.tif

ASSIGNMENT AND BILL OF SALE

This ASSIGNMENT AND BILL OF SALE (this "Agreement"), dated as of April 14, 2014, is entered into by and between Pac-Paper, Inc., a Washington corporation (the "Assignor"), and PKDY Acquisition, LLC, a Delaware limited liability company (the "Assignee"). Capitalized terms used herein without definition shall have the respective meanings provided for them in the Asset Purchase Agreement (as defined below). Assignor and Assignee are each individually referred to herein as a "Party" and collectively, as the "Parties."

RECITALS:

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (as amended from time to time, the "Asset Purchase Agreement"), by and among the Assignee, the Assignor, and the other parties thereto, the Assignor desires to sell, convey, assign, transfer and deliver to the Assignee, and the Assignee desires to purchase from the Assignor, the Purchased Assets, and the Assignor desires to transfer to the Assignee, and the Assignee agrees to assume from the Assignor, the Assumed Liabilities of the Assignor.

NOW, THEREFORE, in consideration of the above premises and the terms, conditions, covenants and agreements contained in the Asset Purchase Agreement, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignment of Purchased Assets. Effective as of the Closing, the Assignor does hereby sell, convey, transfer, assign and deliver to the Assignee, free and clear of all Encumbrances (other than Permitted Encumbrances), all of the Assignor's right, title and interest in, to and under the Purchased Assets; provided, however, that, for clarity, the Assignor does not sell, convey, transfer, assign or deliver any Excluded Assets.
2. Acceptance of Purchased Assets. Effective as of the Closing, the Assignee does hereby accept the sale, conveyance, assignment, transfer and delivery, free and clear of all Encumbrances (other than Permitted Encumbrances), of all of the Assignor's right, title and interest in, to and under the Purchased Assets.
3. Assumption of Assumed Liabilities. As part of the consideration for the Purchased Assets, effective as of the Closing, the Assignee does hereby assume and agree to pay, timely perform and discharge, in accordance with their respective terms, the Assumed Liabilities, upon the terms and subject to the provisions set forth in the Asset Purchase Agreement; provided, however, that, for clarity, the Assignee does not assume any Excluded Liabilities.
4. Delivery Pursuant to Asset Purchase Agreement. Nothing in this Agreement, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Asset Purchase Agreement. In the event of a conflict or other inconsistency between the representations, warranties, covenants, agreements, terms, conditions, limitations, and other provisions of this Agreement and the representations, warranties, covenants, agreements, terms, conditions, limitations, and other provisions of the Asset

Purchase Agreement, the representations, warranties, covenants, agreements, terms, conditions, limitations, and other provisions of the Asset Purchase Agreement shall govern, supersede, control and prevail.

5. Applicability of the Asset Purchase Agreement. This Agreement shall be governed by the provisions of Section 2.3, Section 6.4 and Article 8 of the Asset Purchase Agreement, and such provisions are hereby incorporated into this Agreement, *mutatis mutandis*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

THE ASSIGNOR: PAC-PAPER, INC.

By: Robert M. Fick
Name: ROBERT M. FICK
Title: CHAIRMAN

THE ASSIGNEE: PKDY ACQUISITION, LLC

By: _____
Name: Patrick T. Chambliss
Title: Executive Vice President, Chief Financial
Officer and Secretary

[Signature Page to Assignment and Bill of Sale]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

THE ASSIGNOR:

PAC-PAPER, INC.

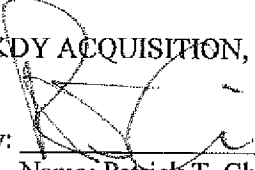
By: _____

Name:

Title:

THE ASSIGNEE:

PKDY ACQUISITION, LLC

By:  _____

Name: Patrick T. Chambliss

Title: Executive Vice President, Chief Financial
Officer and Secretary

[Signature Page to Assignment and Bill of Sale]