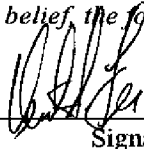
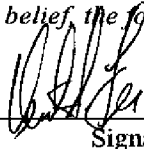
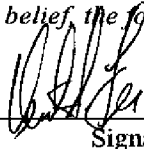


FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94) Tab settings ⇌ ⇌	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office 6794			
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Samoa Pacific Cellulose, LLC <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Limited Liability Company-State of Delaware <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Stockton Pacific Enterprises, Inc.</u> Internal Address: _____ Street Address: <u>One TCF Drive</u> City: <u>Samoa</u> State: <u>CA</u> Zip: <u>95564</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - Delaware <input type="checkbox"/> Other <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>				
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: <u>August 15, 2003</u>	4. Application number(s) or patent number(s): <table style="width:100%; border: none;"> <tr> <td style="width:50%; border: none;"> A. Trademark Application No.(s) <u>76/376,306</u> </td> <td style="width:50%; border: none;"> B. Trademark Registration No.(s) </td> </tr> </table> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	A. Trademark Application No.(s) <u>76/376,306</u>	B. Trademark Registration No.(s) 		
A. Trademark Application No.(s) <u>76/376,306</u>	B. Trademark Registration No.(s) 				
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Michele L. Dietz</u> Internal Address: <u>Suite 2100</u> Street Address: <u>Reinhart Boerner Van Deuren s.c.</u> <u>1000 North Water Street</u> City: <u>Milwaukee</u> State: <u>WI</u> Zip: <u>53202</u>	6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41)..... \$40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Any Deficiencies in Enclosed Fee should be charged to our Deposit Account. 8. Deposit account number: <u>18-0882</u> <small>(Attach duplicate copy of this page if paying by deposit account)</small>				
DO NOT USE THIS SPACE					
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> <table style="width:100%; border: none;"> <tr> <td style="width:30%; border: none;"> <u>Kent A. Lee</u> Name of Person Signing </td> <td style="width:40%; border: none; text-align: center;">  Signature </td> <td style="width:30%; border: none; text-align: right;"> <u>October 1, 2003</u> Date </td> </tr> </table> Total number of pages including cover sheet, attachments, and document: <u>[5]</u>			<u>Kent A. Lee</u> Name of Person Signing	 Signature	<u>October 1, 2003</u> Date
<u>Kent A. Lee</u> Name of Person Signing	 Signature	<u>October 1, 2003</u> Date			
1021737					

CH \$40.00 180882 76376306

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK AND TRADENAME ASSIGNMENT

This TRADEMARK AND TRADENAME ASSIGNMENT is among PPM FINANCE, INC., in its capacity as agent (the "Agent"), SAMOA PACIFIC CELLULOSE, LLC, a Delaware limited liability company (the "Company"), and STOCKTON PACIFIC ENTERPRISES, INC., a Delaware corporation (the "Assignee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Personal Property Foreclosure Agreement dated as of August 15, 2003 (the "Foreclosure Agreement") among the Agent, the Company and the Assignee.

WHEREAS, the Agent, as secured party pursuant to certain Transaction Documents has been granted a security interest by the Company in certain trademarks and tradenames registered in the United States Patent and Trademark Office (as shown in Schedule A attached hereto, collectively, the "Registered Trademarks"), which the Company has adopted, used, and is using and which the Company owns;

WHEREAS, the Agent, as secured party pursuant to certain Transaction Documents, has further been granted a security interest by the Company in certain common law trademarks and tradenames (collectively with the Registered Trademarks, the "Trademarks") which the Company has adopted, used, is using and which the Company owns;

WHEREAS, the Agent, for good and valuable consideration, and pursuant to Section 9610 of the California Uniform Commercial Code and the Foreclosure Agreement, desires to sell, assign and transfer to the Assignee all of the Company's right, title and interest in and to the Trademarks, including, but not limited to, rights to existing choses in action and the right to past damages associated therewith, together with the good will of the business symbolized by the Trademarks and registration thereof;

WHEREAS, the Company, solely in an abundance of caution and without any implication whatsoever that the assignment between the Agent and the Assignee hereunder is in any way, or to any extent, limited as to its scope or effectiveness, wishes to ensure the transfer to the Assignee of all of the Company's right, title and interest in and to the Trademarks; and

WHEREAS, the Assignee is desirous of acquiring the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Agent and the Company hereby sell, assign and transfer to the Assignee, and its successors, assigns and legal representatives, and the Assignee does hereby accept, all of the Company's right, title and interest in and to the Trademarks, including, but not limited to, rights to existing choses in action and the right to past damages associated therewith, together with the goodwill of the business symbolized by the Trademarks and registrations thereof.

EXCEPT AS SPECIFICALLY PROVIDED IN THE FORECLOSURE AGREEMENT: NEITHER THE AGENT NOR THE COMPANY MAKES ANY REPRESENTATION, WARRANTY, COVENANT OR UNDERTAKING, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTENCE OF ANY SPECIFIC ITEMS CONSTITUTING THE TRADEMARKS OR THE QUANTITY THEREOF; THE COMPANY'S BUSINESS OR

PROSPECTS; THE CONDITION, QUALITY, MERCHANTABILITY (IN THE SENSE OF A UCC WARRANTY), FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR VALUE OF THE TRADEMARKS; AND THE TRADEMARKS ARE SOLD AND ASSIGNED TO THE EXTENT THEY ARE SUBJECT ASSETS WITHOUT RECOURSE ON AN ABSOLUTE "AS IS, WHERE IS" BASIS, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE FORECLOSURE AGREEMENT. THIS TRADEMARK ASSIGNMENT IS SUBJECT TO, AND QUALIFIED IN ITS ENTIRETY BY, THE EXACT TERMS OF THE FORECLOSURE AGREEMENT.

It is the Agent's intent, under Section 9610 of the California UCC and other applicable law, to transfer all of the Company's right, title and interest in and to the Trademarks to the Assignee for value in accordance with the terms of the Foreclosure Agreement.

The Company covenants that, upon the request of, and at the cost of, the Assignee, the Assignee will be provided promptly with all pertinent facts and documents relating to said Trademarks as may be known and reasonably accessible to the Company, and the Company will testify as to the same in any interference, litigation or any proceeding related thereto, and the Company will promptly execute and deliver to the Assignee or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, register and enforce said Trademarks and said equivalents thereof, in each case which the Assignee may reasonably and in good faith deem necessary or desirable to carry out the purpose thereof.

Signed this 15th day of August, 2003.

PPM FINANCE, INC.

By: W. J. Hunt

Its: Senior Managing Director

SAMOA PACIFIC CELLULOSE, LLC

By: F. J. Fitzpatrick

Its: President

STOCKTON PACIFIC ENTERPRISES, INC.

By: F. J. Fitzpatrick

Its: VP

TRADEMARK ASSIGNMENT

SCHEDULE A

Trademark Description	U.S. Serial No.	Registration Date
SAMOA CANE	76/376306	06/17/2003

MW\1006505RVE:RVE 08/11/03

RECORDED: 10/01/2003

TRADEMARK
REEL: 002725 FRAME: 0223