

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	11/18/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rayonier Products and Financial Services Company		11/18/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	EAM Corporation
Street Address:	2075 Sunset Boulevard
City:	Jesup
State/Country:	GEORGIA
Postal Code:	31546
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2444868	NOVATHIN

CORRESPONDENCE DATA

Fax Number: (212)446-4900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 446-4727
 Email: hsmith@kirkland.com
 Correspondent Name: Hayley Smith, Sr. Legal Assistant
 Address Line 1: Kirkland & Ellis LLP
 Address Line 2: 153 E. 53rd Street
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ATTORNEY DOCKET NUMBER:	EAM TRADEMARK ASSIGNMENT
NAME OF SUBMITTER:	Hayley Smith

CH \$40.00 2444868

Signature:

//Hayley Smith//

Date:

11/29/2005

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of November 18, 2005 ("Effective Date") by and between Rayonier Products and Financial Services Company, a corporation organized and existing under the laws of the state of Delaware ("Assignor"), and EAM Corporation, a corporation organized and existing under the laws of the state of Delaware ("Assignee").

WHEREAS, EAM Acquisition Corp. ("Buyer"), a corporation organized and existing under the laws of the state of Delaware, Assignor, and, in the limited capacity described therein, Rayonier TRS Holdings Inc., have entered into that certain Stock Purchase Agreement dated as of October 19, 2005 (the "Stock Purchase Agreement") pursuant to which Assignor agrees to sell to Buyer, and Buyer agrees to purchase from Assignor, the capital stock of Assignee; and

WHEREAS, in connection with the transactions contemplated by the Stock Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire, all service marks, trademarks, trade names, logos, slogans, and trade dress owned by Assignor and used by Assignee to conduct its business as currently operated, including, without limitation, the trademark registrations and applications for trademark registration set forth on Schedule A (collectively, the "Marks"), together with the goodwill of the business associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks together with the goodwill of Assignor's business associated therewith, for the United States and for all foreign countries, including, without limitation, all registrations and applications for registration in connection therewith, any renewals and extensions of the registrations therefor, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, 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, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, 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 hereby requests the Commissioner of Patents and Trademarks, and the applicable corresponding foreign or multi-national trademark offices, agencies or other entities, to record Assignee as the assignee and owner of the Marks.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all rightful affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this

Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment, at Assignee's sole expense; and (3) in the implementation, recordation or perfection of this Assignment in all applicable jurisdictions throughout the world, including, without limitation, the execution of any documents necessary or desirable to record or perfect this Assignment with any foreign or multi-national trademark office, agency or other entity.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed by their duly authorized representatives as of the Effective Date.

**Rayonier Products and Financial
Services Company**



Name: Paul G. Boynton

Title: Vice President

EAM Corporation

Name: _____

Title: _____



IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed by their duly authorized representatives as of the Effective Date.

**Rayonier Products and Financial
Services Company**

Name: _____

Title: _____

EAM Corporation



Name: Dwight Winters

Title: Vice President

SCHEDULE A

<u>Country</u>	<u>Mark</u>	<u>Class</u>	<u>Registration No.</u>	<u>Application No.</u>
USA	NOVATHIN	16	2444868	
Brazil	NOVATHIN	16		821580442
CTM	NOVATHIN	16	1035112	
Japan	NOVATHIN	16	4793636	
Mexico	NOVATHIN	16	605376	
Venezuela	NOVATHIN	16	216671	