

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
Kvaerner Pulping AB		03/23/2007	CORPORATION: SWEDEN
RECEIVING PARTY DATA			
Name:	GL&V Management Hungary Kft, Luxembourg branch		
Street Address:	1 rue des		
City:	Glacis		
State/Country:	LUXEMBOURG		
Postal Code:	L-1628		
Entity Type:	CORPORATION: HUNGARY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2557957	DUALOX	
Registration Number:	2819753	PREPOX	
CORRESPONDENCE DATA			
Fax Number:	(801)526-2943		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	801-526-2151		
Email:	loretta.bogaard@glv.com		
Correspondent Name:	Loretta Bogaard		
Address Line 1:	2850 South Decker Lake Drive		
Address Line 4:	Salt Lake City, UTAH 84119		
ATTORNEY DOCKET NUMBER:	KVAERNER TM ASSIGNMNTS		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

OP \$65.00 2557957

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Loretta Bogaard

Signature:

/Loretta.Bogaard/

Date:

06/06/2007

Total Attachments: 5

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TRADEMARK ASSIGNMENT**(WOB BUSINESS)**

This Assignment (this "Assignment") is made on March 23, 2007, by and between:

- (1) Kvaerner Pulping AB, a company organized under the laws of Sweden, registered under the number 556018-7303 and having its registered address at Knud Dahls väg, SE-651 15 KARLSTAD, Sweden (the "Assignor"); and
- (2) GL&V Management Hungary Kft, Luxembourg branch, a company organized under the laws of Hungary, having its principal Luxembourg place of business at 1, rue des Glacis, L-1628, Luxembourg (the "Assignee").

WHEREAS:

This Assignment is made pursuant to the terms of the Sale and Purchase Agreement dated November 8, 2006 (the "Sale and Purchase Agreement"), between Metso Svenska AB, on the one hand, and the Assignee and GLV Sweden AB, on the other hand, under which Metso has agreed to procure the assignment to the Assignee of the trademarks specified in § 1.1 of this Assignment (the "Trademarks"). The trademarks specified are those identified in the Confirmatory Due Diligence Process and identified in § 1 of Minutes of Meeting dated 2007-03-23 and signed by Metso Corporation/Juhani Kyytsönen and GL&V Inc/ Bill Mahoney.

NOW, THEREFORE, IT IS AGREED:**1 ASSIGNMENT**

The Assignor hereby assigns and transfers to the Assignee all of its right, title and interest in and to the Trademarks and all legal rights attaching thereto as listed in § 1.1.

1.1 SCHEDULE, Trademarks**A. DUALOX**

<i>Country</i>	<i>Registration No.</i>	<i>Type</i>
Sweden	SE344391	Word mark
Finland	FI220374	Word mark
United States	US2557957	Word mark
Canada	CA561117	Word mark
Japan	JP4474052	Word mark

B. PREPOX

<i>Country</i>	<i>Registration No.</i>	<i>Type</i>
Sweden	SE307256	Word
United States	US2819753	Word

C. REPOX

<i>Country</i>	<i>Registration No.</i>	<i>Type</i>
Sweden	SE318057	Word

The trademarks DUALD and YELLOW have no filed registration, and the right to use them is transferred to GL&V.

2 NO WARRANTIES

All representations and warranties concerning the Trademarks are given by Metso exclusively as set out in Section 6 of the Sale and Purchase Agreement; and nothing in this Assignment shall be construed as a representation or warranty by the Assignor.

3 FURTHER ASSURANCE

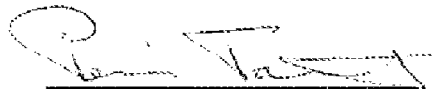
The Assignee shall be responsible, at its own cost and expense, for recording the assignments made under clause 1 above. The Assignor shall, at the request of the Assignee in writing and at the Assignee's expense, do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonable within its power to implement the assignments provided for in this Assignment.

4 GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed and construed in accordance with the laws of Sweden, without giving effect to the choice of law principles thereof. Section 11.3 of the Business Sale and Purchase Agreement shall apply, mutatis mutandis, to this Assignment.

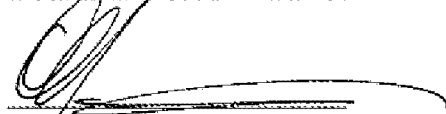
IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed as of the date first above written.

KVAERNER PULPING AB (n/k/a Metso Fiber Karlstad AB)



Per-Åke Färnstrand

GL&V MANAGEMENT HUNGARY KFT,
LUXEMBOURG BRANCH



Olivier Dorier



Minutes of meeting

Participants: Bill Mahoney GL&V
Lew Shackford GL&V
Thomas Pousette DLA (partly)
Juhani Kyytsönen Metso
Raimo Haavisto Metso
Erik Kornfeld Metso
Lars Schütt Hold Separate Manager

From: Erik Kornfeld

Distribution: Participants

Date: 2007-03-23 13:00 -- 18:00 **Ref:**

Subject: WOB/Super Batch Business Transfer – Agreement on Remaining Open Issues

The parties met to discuss the remaining open issues relating to GL&V's acquisition of Metso's SuperBatch business and the former Kvaerner Pulping's WOB business from Metso. Reference was made to the lists of open issues kept by the Monitoring Trustee, the most recent version being the "Status as per March 13, 2007". The parties agreed that a number of the previously open issues had already been resolved. The remaining open issues were discussed and it was agreed as follows:

1. Metso will transfer to GL&V all know-how related to the identified 63 projects delivered without wash press. Metso will further transfer the trademarks DUALOX, DUALD, PREPOX, YELLOW, REPOX with related know-how to GL&V. The transfer shall be made against the payment of \$ 1.00 (one US Dollar).
2. Metso will keep the trademark COMPACT BLEACHING, but will refrain from using such trademark for a period of 24 months from the date of this agreement. The provisions of article 8.5 of the SPA shall remain in force.
3. Metso will keep all know-how, patents and pilot equipment relating to the centrifugal washer and the robooster, as well as the ROBOOSTER trademark.

4. Metso will give GL&V a copy of the drawings for the Flocone and will grant to GL&V a non-exclusive, irrevocable and royalty-free license to use this information. The license will be on an "as-is" basis. Metso will keep the trademark FLOCCONE.
5. The K1 pilot plant will be transferred to GL&V and Metso will keep the K2 plant.
6. Neither the Black liquor filter nor the Discharge tank bottom scraper shall be transferred to GL&V.
7. Metso will have the right to keep copies of all documentation (including manufacturing drawings) until the end of the warranty period for the following Ongoing Projects: Hokuetsu Niigata, Ripasa, Nueva Aldea, PM9, Hainan and Mönsterås. Metso undertakes to keep all such documents within a small defined group on a strict need-to-know- basis. The parties shall agree on any additional ring-fencing measures deemed necessary. Metso shall inform GL&V in real-time when any manufacturing drawings are accessed as well as of any modifications made to designs etc. For each of the other Ongoing Projects, the parties shall agree what documentation is necessary for Metso to keep in order to be able to fulfil its obligations but, as a general rule, no manufacturing drawings will be kept for such projects. The parties shall further agree on the commercial terms for Metso using GL&V as a subcontractor for any warranty work.
8. Metso will deliver the agreed PDMS models to GL&V as soon as possible. It is anticipated that two models per week will be delivered. GL&V shall list the models in terms of priority and Metso agrees to follow such priority list. Metso will further grant to GL&V a non-exclusive, irrevocable, royalty free license to use, within the WOB Business, the PDMS tools, developed or used by the former Kvaerner Pulping within the WOB business. The license for the tools will be on an "as-is" basis.
9. Metso will review GL&V's list of business tools requested (as per a letter dated March 14, 2007) as part of the Confirmatory Due Diligence (CDD). It was agreed that the list will be discussed between the respective experts of the parties. It was further noted that a couple of issues relating to business tools remain open with respect to the SuperBatch transfer. As agreed between the experts of the parties in such discussions, the business tools for the WOB and SuperBatch Businesses shall be transferred to GL&V in a timely manner.
10. The CDD as per article 8.17 of the WOB SPA shall begin on March 26. As part of the CDD Lew Shackford shall review the projects designated



Minutes of meeting

Date: 2007-03-23 Page: 3 of 3

Ref:

as "diffuser based" with Sven-Erik Olsson. GL&V shall have the right to use an independent third party to review the ProArc registration cards marked "M" for Metso as part of the CDD. GL&V shall have access to all ProArc registration cards marked "SA" for Security Archive.

With the above agreement, all matters mentioned in the lists of open issues kept by the Monitoring Trustee have been resolved, and no more issues will be raised except, possibly, for such matters that may be raised as part of the CDD procedure.

We hereby confirm that the above has been agreed:

Metso Corporation

A handwritten signature in black ink, appearing to read 'J. Kyytsönen', written over a horizontal line.

Juhani Kyytsönen
SVP Strategic Development

GL&V, Inc.

A handwritten signature in black ink, appearing to read 'Bill Mahoney', written over a horizontal line.

Bill Mahoney
SVP Pulp & Paper Group