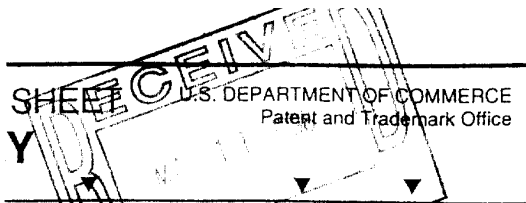


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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

U K PAPER PLC

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Donside Papers Limited

Internal Address: _____

Street Address: 11 Walker Street

City: Edinburgh EH3 7NE State: Scotland ZIP: _____

United Kingdom

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Scotland
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached? Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 9-26-97

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

- Reg. No. 1,775,203 - CONSORT ROYAL OSPREY
- Reg. No. 1,789,884 - GLENEAGLE OSPREY GEO
- Reg. No. 1,594,178 - CONSORT
- Reg. No. 1,589,941 - CONSORT ROYAL

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Stanley B. Kita

Name: Howson and Howson

Internal Address: _____

Street Address: P.O. Box 457

One Spring House Corporate Center

City: Spring House State: PA ZIP: 19477

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

08-3040

40.00 DP
75.00 DP

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

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.

Stanley B. Kita

Name of Person Signing

Signature

May 8, 1998
Date

Total number of pages including cover sheet, attachments, and document: _____

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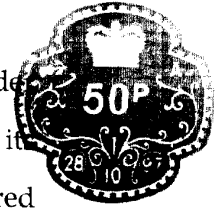


USA

THIS ASSIGNMENT is made the 26TH day of September 1997

BETWEEN

- (1) **UK PAPER PLC**, a company incorporated in England and Wales under the Companies Acts (registered number 2010490) and having its principal office at Sittingbourne, Kent ME10 3ET (hereinafter referred to as "the Assignor") and
- (2) **DONSIDER PAPERS LIMITED**, a company incorporated in Scotland under the Companies Acts (registered number 177775) and having its registered office at 11 Walker Street, Edinburgh EH3 7NE (hereinafter referred to as "the Assignee")



WHEREAS:

- (A) The Assignor is the registered proprietor of the registered trade marks as set out in the Schedule hereto (the "Trade Marks").
- (B) The Assignor has agreed to assign the Trade Marks to the Assignee.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT:

- (1) In consideration of the sum of £1 sterling (receipt of which is hereby acknowledged) the Assignor as beneficial owner hereby assigns to the Assignee the entire right, title and interest of the Assignor in and to the Trade Marks and in and to the registrations thereof including all common law rights connected therewith and its right of action, belonging or accrued arising therefrom and its right to take proceedings to recover damages and claim all other relief in respect of any act of infringement thereof or any acts actionable in passing off at common law whether such act shall have been committed before or after the date of this Assignment, TOGETHER WITH the goodwill relating to the Trade Marks in the country indicated for such Trade

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Mark in the Schedule TO HOLD the same unto the Assignee and its assigns absolutely.

- (2) The Assignor and Assignee hereby agree that the change of ownership be recorded in the official Trade Marks Register in the relevant country at the cost of the Assignee.
- (3) At the request of the Assignee, the Assignor hereby undertakes to take all actions and to execute all such further documents, forms and authorisations as may be required by any registrar of trade marks (or equivalent) or which may otherwise be necessary for absolutely vesting the rights hereby assigned in the Assignee.
- (4) This Agreement shall be governed by and construed in accordance with English law and the parties hereby prorogate the non-exclusive jurisdiction of the English courts.

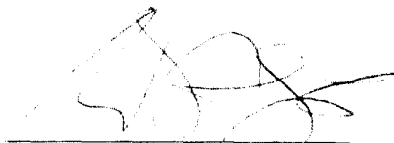
AS WITNESS the parties have executed this Deed on the day and year first above written.

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SCHEDULE
REGISTERED TRADE MARKS

Country	Mark	Registration No.
USA	GLENEAGLE OSPREY GEO	178 9884
	CONSORT	1594178
	CONSORT ROYAL	1589941
	CONSORT ROYAL OSPREY	1775203

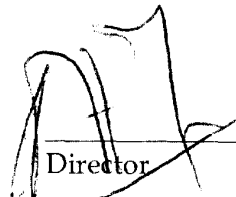
Signed for and on behalf of
UK PAPER PLC
by *Montgomery August*
in the presence of:
and *Ewan Crichton*
~~two of its officers duly authorised~~



Director

~~Director/Secretary~~

Signed for and on behalf of
DONSDIE PAPERS LIMITED
by *W.H. Gore*
and *M.R. Duckett*
two of its officers duly authorised



Director

M.R. Duckett

Director/Secretary

25/09/97 18:30