

02-26-2001



101620051

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

2-16-01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

**Conveyance Type**

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

**Conveying Party**

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**Receiving Party**

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership

- Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

**FOR OFFICE USE ONLY**

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

**TRADEMARK**  
**REEL: 002233 FRAME: 0309**

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number *or* the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75477318"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75414253"/>	<input type="text"/>	<input type="text"/>
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<input type="text" value="2284117"/>	<input type="text" value="1027904"/>	<input type="text" value="1472269"/>
<input type="text" value="2172992"/>	<input type="text" value="801895"/>	<input type="text" value="1639070"/>
<input type="text" value="1698377"/>	<input type="text" value="1416631"/>	<input type="text" value="654473"/>

**Number of Properties** Enter the total number of properties involved.

#

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed  Deposit Account

Deposit Account  
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees:

Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Arthur F. Dionne, Esq.

2/15/01

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

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**Registration Number(s)**

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**RECORDATION FORM COVER SHEET  
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<input type="text" value="854633"/>	<input type="text" value="948961"/>	<input type="text"/>
<input type="text" value="1424802"/>	<input type="text" value="2400949"/>	<input type="text"/>

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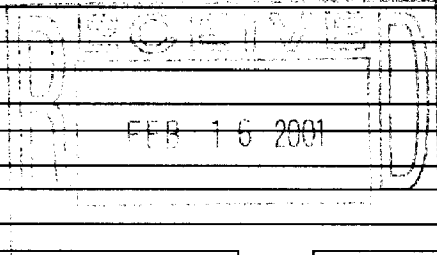
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**ASSIGNMENT OF TRADEMARKS** dated as of November 1, 2000 made by American Pad & Paper Company, a Delaware corporation ("AP&P"), American Pad & Paper Company of Delaware, Inc., a Delaware corporation ("AP-Delaware"), AP&P Manufacturing, Inc., a Wisconsin corporation ("AP-Manufacturing"), WR Acquisition, Inc., a Delaware corporation ("WR"), and American Pad & Paper Sales Company, Inc., a Delaware corporation (together with AP&P, AP-Delaware, AP-Manufacturing and WR, "Assignors"), in favor of Pad & Paper of America LLC, a Delaware limited liability company ("Assignee").

### RECITALS

A. - Assignors and Assignee are parties to an Asset Purchase Agreement dated as of August 2, 2000 ("Purchase Agreement") under which Assignors are obligated to sell to Assignee certain of the assets of Assignors' AMPAD and Continuous Forms divisions, including specified trademarks, service marks, registrations and applications for registration thereof. Capitalized terms used herein without definition will have the definitions ascribed to such capitalized terms in the Purchase Agreement.

B. Section 6.1(d)(iii) of the Purchase Agreement provides that it is condition precedent to the obligations of Assignee to consummate the Acquisition at the Closing that Assignee receive at the Closing bills of sale and assignment agreements as Buyer may reasonably require to assure the full and effective sale, transfer, conveyance, assignment or delivery to Buyer or its designees, of the Acquired Assets to be transferred to Buyer under the Purchase Agreement.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignors:

1. Assignors hereby sell, assign, transfer and convey to Assignee the entire right, title and interest of Assignors in, to and under the following, free and clear of Encumbrances (as defined in the Purchase Agreement):

(a) the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, used by Assignor in, or in connection with, the Business including, without limitation, those listed on Schedule A attached hereto and made a part hereof and (1) all derivatives and variations thereof; (2) the designs, symbols and colors used by any of Assignors with any of the foregoing; (3) all domain names related to, or used by any of Assignors in connection with any of the foregoing; (4) all renewals thereof; (5) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (6) the right to sue for past, present and future infringements and dilutions thereof, (7) the goodwill of the Business (as defined in the Purchase Agreement) symbolized by the foregoing and connected therewith, and (8) all rights of Assignors corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together

with the items described in clauses (1)-(7) in this Section 1(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) rights under or interests in any trademark or service mark license agreements with any other party, whether any Assignor is a licensee or licensor under any such license agreement, constituting an Assumed Contract, together with any goodwill connected with and symbolized by any such trademark license agreement or service mark license agreement (all of the foregoing are hereinafter referred to collectively, as the "Licenses").

2. Assignors hereby agree that none of them will enter into any agreement inconsistent with this Assignment, or take any action or permit any action to be taken by others, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to Assignee under this Assignment or the rights associated with the Trademarks or Licenses.

3. Each of Assignors designates, constitutes and appoints Assignee (and all persons designated by Assignee in its sole and absolute discretion) as the true and lawful attorney-in-fact of each Assignor, and authorizes Assignee and any of Assignee's designees, in the name of any Assignor or Assignee's name, to take any action and execute any instrument which Assignee may deem necessary or advisable to accomplish the purposes of this Assignment including, without limitation, from and after the date hereof to (a) endorse the name of the applicable Assignor or Assignors on all applications, documents, papers and instruments necessary or desirable for Assignor in the use of the Trademarks or the Licenses, (b) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone, and (c) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone. This power of attorney is coupled with an interest and shall be irrevocable.

4. No amendment or modification, and no termination or waiver of any provision of this Assignment, or consent to any departure by any Assignor therefrom, shall in any event be effective without the prior written concurrence of Assignee, which concurrence Assignee shall have the right to grant or withhold in its sole discretion. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

5. The provisions of this Assignment shall be binding upon Assignors and their respective representatives, successors and assigns, and inure to the benefit of the Assignee and its respective representative, successors and assigns hereto. With respect to Assignors, "successors and assigns" shall include, without limitation, any receiver, trustee or debtor-in-possession of or for any and all of Assignors.

6. This Assignment shall be governed by, and interpreted in accordance with, the internal substantive laws of the State of New York, without giving effect to the choice of law rules thereof.

7. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Purchase Agreement.

8. This Assignment may be executed in any number of counterparts, and by Assignors



on separate counterparts, each of which shall be an original, but all of which shall together constitute one and the same agreement.

9. Each of Assignors agrees to do such further acts and things, and to execute and deliver to Assignee such additional assignments, agreements, powers and instruments as shall may from time to time be reasonably requested by Assignee to better assure and confirm to Assignee the assignment and transfer intended to be effected hereby.

**ASSIGNORS:**

AMERICAN PAD & PAPER COMPANY

BY: *John H. Rodgers*

Name: John H. Rodgers

Title: Senior Vice President

AMERICAN PAD & PAPER COMPANY  
OF DELAWARE, INC.

BY: *John H. Rodgers*

Name: John H. Rodgers

Title: Senior Vice President

AP& P MANUFACTURING, INC.

BY: *John H. Rodgers*

Name: John H. Rodgers

Title: Senior Vice President

WR ACQUISITION, INC.

BY: *John H. Rodgers*

Name: John H. Rodgers

Title: Senior Vice President

AMERICAN PAD & PAPER SALES  
COMPANY, INC.

BY: *John H. Rodgers*

Name: John H. Rodgers

Title: Senior Vice President

Schedule A

To

Assignment of Trademarks

Dated as of November 2, 2000

AMPAD  
REGISTERED TRADEMARKS

TRADEMARK ACCUFILE AMPAD  
REG. NO. 2,284,117  
REG. DATE 10/5/99  
SERIAL NO. 477,427  
FILING DATE 4/30/98  
INT. CL. 16  
MPH REF. 2

TRADEMARK ACCUFILE-PLUS AMPAD  
REG. NO.  
REG. DATE  
SERIAL NO. .75/477,318  
FILING DATE 4/30/98  
INT. CL. 16  
MPH REF. 3

TRADEMARK ACCUPAD AMPAD  
REG. NO. 2,172,992  
REG. DATE 7/14/98  
SERIAL NO. 318.034  
FILING DATE 7/1/97  
INT. CL. 16  
MPH REF. 4

TRADEMARK ACCUROLL AMPAD  
REG. NO. 1,698,377  
REG. DATE 6/30/92  
SERIAL NO. 079,464  
FILING DATE 7/18/90  
INT. CL. 16  
MPH REF. 5

TRADEMARK AMPAD AMPAD  
REG. NO. 1,027,904  
REG. DATE 12/23/75  
SERIAL NO. 002,968  
FILING DATE 10/9/73  
INT. CL. 16  
MPH REF. 7

TRADEMARK CITADEL AMPAD  
REG. NO. 801,895  
REG. DATE 1/11/66  
SERIAL NO. 205,559  
FILING DATE 11/5/64  
INT. CL. 16  
MPH REF. 15

AMPAD  
REGISTERED TRADEMARKS

TRADEMARK	COMPUSSETTE	AMPAD
REG. NO.	1,416,631	
REG. DATE	11/11/86	
SERIAL NO.	596,721	
FILING DATE	5/5/86	
INT. CL.	16	
MPH REF.	18	
TRADEMARK	CONFIDENTIAL	AMPAD
REG. NO.	1,472,269	
REG. DATE	1/12/88	
SERIAL NO.	665,370	
FILING DATE	6/8/87	
INT. CL.	16	
MPH REF.	19	
TRADEMARK	DUAL-PAD	AMPAD
REG. NO.	1,639,070	
REG. DATE	3/26/91	
SERIAL NO.	039,416	
FILING DATE	3/19/90	
INT. CL.	16	
MPH REF.	22	
TRADEMARK	E and design	AMPAD
REG. NO.		
REG. DATE		
SERIAL NO.	75/414,253	
FILING DATE	1/6/98	
INT. CL.	16	
MPH REF.	23	
TRADEMARK	EFFICIENCY	AMPAD
REG. NO.	654,473	
REG. DATE	11/12/57	
SERIAL NO	021,666	
FILING DATE	12/27/56	
INT. CL.	16	
MPH REF.	24	
TRADEMARK	EFFICIENCY SWIFTY-RASE BOND	AMPAD
REG. NO.	744,093	
REG. DATE	1/22/63	
SERIAL NO.	142,251	
FILING DATE	4/16/62	
INT. CL.	16	
MPH REF.	25	

AMPAD  
REGISTERED TRADEMARKS

TRADEMARK EMBASSY AMPAD  
REG. NO. 1,444,074  
REG. DATE 6/23/87  
SERIAL NO. 598,911  
FILING DATE 5/15/86  
INT. CL. 16  
MPH REF. 27

TRADEMARK EMBASSY AMPAD  
REG. NO. 1,517,994  
REG. DATE 12/27/88  
SERIAL NO. 730,835  
FILING DATE 5/26/88  
INT. CL. 16  
MPH REF. 28

TRADEMARK EVIDENCE AMPAD  
REG. NO. 796,402  
REG. DATE 9/21/65  
SERIAL NO. 203,558  
FILING DATE 11/5/64  
INT. CL. 16  
MPH REF. 30

TRADEMARK EXTREME COLORS AMPAD  
REG. NO. 2,251,459  
REG. DATE 6/8/99  
SERIAL NO. 477,429  
FILING DATE 4/30/98  
INT. CL. 16  
MPH REF. 32

TRADEMARK GATES AMPAD  
REG. NO. 1,140,747  
REG. DATE 10/21/80  
SERIAL NO. 203,834  
FILING DATE 2/14/79  
INT. CL. 16  
MPH REF. 35

AMPAD  
REGISTERED TRADEMARKS

TRADEMARK	GATES and design	AMPAD
REG. NO.	1,144,153	
REG. DATE	12/23/80	
SERIAL NO.	204,561	
FILING DATE	2/22/79	
INT. CL.	116	
MPH REF.	36	
TRADEMARK	GOLD FIBRE	AMPAD
REG. NO.	1,186,672	
REG. DATE	1/19/82	
SERIAL NO.	248,940	
FILING DATE	2/4/80	
INT. CL.	16	
MPH REF.	37	
TRADEMARK	GREEN CYCLE	AMPAD
REG. NO.	1,629,147	
REG. DATE	12/25/90	
SERIAL NO.	038,148	
FILING DATE	3/16/90	
INT. CL.	16	
MPH REF.	39	
TRADEMARK	GREEN CYCLE	AMPAD
REG. NO.	1,696,038	
REG. DATE	6/23/92	
SERIAL NO.	156,568	
FILING DATE	4/12/91	
INT. CL.	16	
MPH REF.	40	
TRADEMARK	GREEN CYCLE and design	AMPAD
REG. NO.	1,669,893	
REG. DATE	12/24/91	
SERIAL NO.	068,429	
FILING DATE	6/12/90	
INT. CL.	16	
MPH REF.	41	
TRADEMARK	GREEN CYCLE and design	AMPAD
REG. NO.	1,683,773	
REG. DATE	4/21/92	
SERIAL NO.	156,564	
FILING DATE	4/12/91	
INT. CL.	16	
MPH REF.	42	

AMPAD  
REGISTERED TRADEMARKS

TRADEMARK INFINITY AMPAD  
REG. NO. 1,637,981  
REG. DATE 3/12/91  
SERIAL NO. 017,453  
FILING DATE 1/8/90  
INT. CL. 16  
MPH REF. 44

TRADEMARK JET-COAT AMPAD  
REG. NO. 2,063,934  
REG. DATE 5/20/97  
SERIAL NO. 707,407  
FILING DATE 7/12/95  
INT. CL. 16  
MPH REF. 45

TRADEMARK K and design AMPAD  
REG. NO. 771,898  
REG. DATE 6/23/64  
SERIAL NO. 137,762  
FILING DATE 2/12/62  
INT. CL. 16  
MPH REF. 46

TRADEMARK LEFT\*WRITE AMPAD  
REG. NO. 1,347,784  
REG. DATE 7/9/85  
SERIAL NO. 512,855  
FILING DATE 12/10/84  
INT. CL. 16  
MPH REF. 49

TRADEMARK LETTER EDGE AMPAD  
REG. NO. 1,306,998  
REG. DATE 11/27/84  
SERIAL NO. 459,895  
FILING DATE 1/9/84  
INT. CL. 16  
MPH REF. 50

TRADEMARK LETTEREX AMPAD  
REG. NO. 436,206  
REG. DATE 1/27/48  
SERIAL NO. 515,035  
FILING DATE 12/30/46  
INT. CL. 16  
MPH REF. 51

AMPAD  
REGISTERED TRADEMARKS

TRADEMARK LETTEREX AMPAD  
REG. NO. 736,814  
REG. DATE 8/28/62  
SERIAL NO. 135,447  
FILING DATE 1/9/62  
INT. CL. 16  
MPH REF. 52

TRADEMARK LOGO (stylized A) AMPAD  
REG. NO. 935,723  
REG. DATE 6/13/72  
SERIAL NO. 395,798  
FILING DATE 6/25/71  
INT. CL. 16  
MPH REF. 54

TRADEMARK MARION AMPAD  
REG. NO. 1,340,657  
REG. DATE 6/11/85  
SERIAL NO. 471,893  
FILING DATE 3/26/84  
INT. CL. 16  
MPH REF. 55

TRADEMARK Miscellaneous Design AMPAD  
REG. NO. 2,246,161  
REG. DATE 5/18/99  
SERIAL NO. 477,428  
FILING DATE 4/30/98  
INT. CL. 16  
MPH REF. 57

TRADEMARK NOTE PERFECT AMPAD  
REG. NO. 1,411,275  
REG. DATE 9/30/86  
SERIAL NO. 586,886  
FILING DATE 3/7/86  
INT. CL. 16  
MPH REF. 58

TRADEMARK PAPERS WITH A PURPOSE AMPAD  
REG. NO. 1,882,168  
REG. DATE 3/7/95  
SERIAL NO. 491,911  
FILING DATE 2/18/94  
INT. CL. 16  
MPH REF. 60



AMPAD  
REGISTERED TRADEMARKS

TRADEMARK PC PAPERS AMPAD  
REG. NO. 2,200,752  
REG. DATE 10/27/98  
SERIAL NO. 294,848  
FILING DATE 5/20/97  
INT. CL. 16  
MPH REF. 61

TRADEMARK POP PAPERS AMPAD  
REG. NO. 2,069,367  
REG. DATE 6/10/97  
SERIAL NO. 102,448  
FILING DATE 5/10/96  
INT. CL. 16  
MPH REF. 66

TRADEMARK SHADE AMPAD  
REG. NO. 854,633  
REG. DATE 8/13/68  
SERIAL NO. 279,572  
FILING DATE 9/1/67  
INT. CL. 16  
MPH REF. 76

TRADEMARK STIFF BACK AMPAD  
REG. NO. 1,424,802  
REG. DATE 1/13/87  
SERIAL NO. 586,868  
FILING DATE 3/7/86  
INT. CL. 16  
MPH REF. 78

TRADEMARK THE AMPAD AMPAD  
REG. NO. 1,233,554  
REG. DATE 4/5/83  
SERIAL NO. 349,768  
FILING DATE 2/11/82  
INT. CL. 16  
MPH REF. 80

AMPAD  
REGISTERED TRADEMARKS

TRADEMARK THE STIFF ONE AMPAD  
REG. NO. 1,228,839  
REG. DATE 2/22/83  
SERIAL NO. 349,770  
FILING DATE 2/11/82  
INT. CL. 16  
MPH REF. 82

TRADEMARK WIRELOCK AMPAD  
REG. NO. 1,323,236  
REG. DATE 3/5/85  
SERIAL NO. 485,304  
FILING DATE 1/15/84  
INT. CL. 16  
MPH REF. 88

TRADEMARK WIREMASTER AMPAD  
REG. NO. 752,130  
REG. DATE 7/2/63  
SERIAL NO. 151,188  
FILING DATE 8/15/62  
INT. CL. 16  
MPH REF. 89

TRADEMARK WORLD FIBRE AMPAD  
REG. NO. 1,928,410  
REG. DATE 10/17/95  
SERIAL NO. 605,440  
FILING DATE 11/25/94  
INT. CL. 16  
MPH REF. 90

TRADEMARK WR and design AMPAD  
REG. NO. 948,961  
REG. DATE 12/19/72  
SERIAL NO. 400,968  
FILING DATE 8/23/71  
INT. CL. 16  
MPH REF. 91

TRADEMARK REGAL MILLS AMPAD  
REG. NO. 2,400,949  
REG. DATE 10/31/00  
SERIAL NO. 688,551  
FILING DATE 4/21/99  
INT. CL. 16  
MPH REF. 105

AMPAD  
REGISTERED TRADEMARKS

TRADEMARK	NEW AMPAD LOGO	AMPAD
REG. NO.		
REG. DATE		
SERIAL NO.	75/798,807	
FILING DATE	9/14/99	
INT. CL.	16	
MPH REF.	115	