

04-12-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE 1

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

The Donside Paper Company Limited Gordon Iain Bennet, as receiver 4-1-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other Scotland corporation and receiver

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: Sept. 2001

2. Name and address of receiving party(ies)

Name: Papierfabrik Scheufelen GmbH&Co KG

Internal Address: P. O. Box 11 04

Street Address:

City: Lenningen, Germ State: Zip: D-73252

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other German corporation

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1594178; 1589941 1775203; 1333192

Additional number(s) attached Yes No

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

Name: Mary Margaret Murray

Internal Address: Gardner, Carton & Douglas

Suite 3400

Street Address: 321 North Clark Street

City: Chicago State: IL Zip: 60610-4795

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:

07-0181

DO NOT USE THIS SPACE

9. Signature.

Mary Margaret Murray Name of Person Signing

Mary Margaret Murray Signature

March 21, 2002

Date

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

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

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant: The Donside Paper Company Limited
Registration No.: 1,594,178
Registration Date: May 1, 1990
Mark: CONSORT
Class: 16

DESIGNATION OF DOMESTIC REPRESENTATIVE
AND REVOCATION AND NEW POWER OF ATTORNEY

Assistant Commissioner
for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

Richard W. Young, Darren S. Cahr, Tina D. Kourasis, Dara F. McLeod, Mary Margaret Murray, and Liisa M. Thomas, each of Gardner, Carton & Douglas, with offices at 321 North Clark Street, Suite 3400, Chicago, Illinois 60610-4795, are hereby designated as domestic representatives upon whom all notices or process in proceedings affecting the above registration may be served.

The undersigned, owner of the above-identified trademark registration, hereby revokes any and all previous Powers of Attorney and appoints Richard W. Young, Darren S. Cahr, Tina D. Kourasis, Dara F. McLeod, Mary Margaret Murray and Liisa M. Thomas, each a member of the Bar of the State of Illinois, with offices at 321 North Clark Street, Suite 3400, Chicago, Illinois 60610, as its attorneys, with full power of substitution and revocation, and to transact all business in the Patent and Trademark Office in connection therewith.

Please direct any correspondence pertaining to the subject mark to:

Dara F. McLeod
Gardner, Carton & Douglas
321 North Clark Street, Suite 3400
Chicago, Illinois 60610
(312) 245-8708

SCHEUFELN GMBH & Co. KG PAPIERFABRIK

By: _____

Name:

Title:

Heinz-Dieter Klein
Managing Director

Date: 14.12.01

ASSIGNATION
BY
THE DONSIDE PAPER COMPANY LIMITED
(IN RECEIVERSHIP)
AND
THE RECEIVERS
AND
PAPIERFABRIC SCHEUFELN GMBH & CO KG

Dundas & Wilson
191 West George Street
Glasgow G2 2LD
FAS 1401

Tel: 0141 222 2200
Fax: 0141 222 2201

ASSIGNATION

by

THE DONSID PAPER COMPANY LIMITED (In Receivership), a company incorporated under the Companies Acts (No. SC177775) and having its Registered Office at 11 Walker Street, Edinburgh, EH3 7NE (hereinafter called "the Assignor") acting through its Joint Receivers **GORDON IAIN BENNET**, 1 Blythswood Square, Glasgow and **MICHAEL GERCKE**, Plumtree Court, London appointed by virtue of an Instrument of Appointment by the Bank (as hereinafter defined) dated 12 December 2000 pursuant to a Bond and Floating Charge in favour of the Bank by the Assignor dated 26 September and registered 10 October both 1997 (hereinafter called "the Receivers")

and

THE RECEIVERS in their capacity as receivers of the Assignor

In favour of

PAPIERFABRIK SCHEUFELN GmbH & CO. KG, a company incorporated in Germany (No. HRA 431 AG Kirchheim/Teck) and having its Registered Office at 73253 Lenningen, Germany (hereinafter called "the Assignee") acting through its Managing Directors Dr. Ulrich Scheufelen and Heinz-Dieter Klein

WHEREAS

- (A) The Assignor, the Assignee and the Receivers have entered into the Agreement (as such term is hereinafter defined);
- (B) The Assignor has rights in the registered or unregistered Trade Marks listed in the Annex (hereinafter collectively referred to as "the Trade Marks") and is using or has used the Trade Marks; and
- (C) Pursuant to the Agreement the Assignor has agreed to sell to the Assignee and the Assignee has agreed to purchase all right, title and interest the Assignor has in and to the Trade Marks on the terms and conditions of the Agreement and as more

particularly set out in this Assignment.

NOW THEREFORE THE PARTIES HERETO HAVE AGREED AND DO HEREBY AGREE AS FOLLOWS:

1. **INTERPRETATION**

1.1 In this Assignment and in the Annex and recitals the following words and expressions shall have the following meaning unless the context otherwise requires:

“Agreement” means the Sale and Purchase Agreement among the Assignee, Donside Inc., the Assignor and the Receivers dated of even date with this Assignment;

“Bank” means the Royal Bank of Scotland plc;

“Business Day” means a day other than a Saturday or Sunday on which clearing Banks are generally open for business in London and in Glasgow; and

“Annex” means the schedule of Trade Marks which is annexed hereto and which forms part of this Assignment.

1.2 Reference to any of the parties hereto shall include their respective successors in title, assignees, and other legal representatives.

1.3 The provisions of the Interpretation Act 1978 with respect to interpretation and construction shall apply *mutatis mutandis*.

1.4 Headings are for convenience only and shall not be construed as forming part of this Assignment or be taken into account in the interpretation hereof.

1.5 References to recitals, clauses, sub-clauses and the Annex shall be construed as references to recitals, clauses, sub-clauses of and the Annex to this Assignment unless the context otherwise requires.

1.6 References to any section of, or part of, or schedule to, any Act of Parliament shall include any re-enactment or modification thereof.

2. **ASSIGNATION**

Pursuant to the terms and provisions of the Agreement and in consideration of the payment of US\$260,000 (receipt and sufficiency of which the Assignor hereby acknowledges) the Assignor hereby does sell, grant, assign, transfer, convey and deliver to the Assignee with effect from the date hereof all of its right, title and

interest in and to the Trade Marks, together with the goodwill represented by and associated with the Trade Marks, and including, but not limited to all registrations and applications therefor and all renewals thereof and extensions thereto, including, without prejudice to the generality of the foregoing, all statutory and common law rights attaching thereto, and including the subject matter of all claims that may be obtained therefrom (in each case only insofar as they are the property of the Assignor and capable of assignation) for the Assignee's own use and enjoyment, and the right to sue for past infringements, to retain damages obtained as a result of such action, together with all income, royalties and payments in respect of the Trade Marks due or payable following the execution of the Agreement (in each case only insofar as they are the property of the Assignor and are capable of assignation).

3. **FURTHER ASSURANCES**

At the Assignee's request and at its expense (such request to be made within three months of the date of this Assignment otherwise the obligations of the Assignor contained in this Clause 3 shall unconditionally lapse and be of no further force and effect) the Assignor shall, during such period of three months (such obligation not to include any monetary cost to the Assignor and/or the Receivers of whatsoever nature and howsoever arising) execute all papers, deeds and documents and perform all such acts and things as the Assignee may reasonably require (to the extent always that the Assignor and/or the Receivers, as the case may be, are able or capable of so executing and/or performing) to secure or to evidence to the Assignee the rights hereby transferred to the Assignee, and to effect:

3.1 the registration and recordation of this Assignment, where appropriate and the Assignor hereby authorizes and requests the Commissioner for Trademarks of United States Patent and Trademark Office to record the Assignee as the owner of the entire rights and entitlements hereby assigned for the sale, use and enjoyment of the Assignee to the extent that the Assignee is thereby entitled; and

3.2 the vesting of the Assignor's whole right, title and interest in and to the Trade Marks and the goodwill represented by and associated with the Trade Marks, in the Assignee together with the full benefit of this Assignment.

4. **EXCLUSION OF REPRESENTATIONS AND WARRANTIES**

4.1 In accepting this Assignment, the Assignee acknowledges and agrees that all

representations, warranties and conditions, express or implied, statutory or otherwise (including, without limitation, warranties and representations as to right, title or interest) in respect of the Trade Marks or any of them is hereby expressly excluded.

4.2 Nothing in this Assignment is to require the Assignor and/or the Receivers to discharge in whole or in part any liability of the Assignor outstanding at the time of the appointment of the Receivers. However, this does not mean that the Assignee is liable for any of the Assignor's outstanding liabilities.

5. EXCLUSION OF LIABILITY

5.1 In accepting this Assignment the Assignee acknowledges and confirms:

5.1.1 that the Receivers shall incur no personal liability of whatsoever nature (whether directly or indirectly, express or implied) and howsoever arising including without prejudice to the foregoing generality, personal liability in respect of any action or actions of whatsoever nature and howsoever arising in pursuance of the Assignor's rights and/or obligations under this Assignment and whether such claim is formulated in contract and/or delict or by reference to any other remedy or right, and in whatever jurisdiction or forum;

5.1.2 that no claim which may be or become competent to the Assignee arising directly or indirectly from this Assignment (or under any deed or other document executed in consequence hereof or on or under any associated or collateral agreement or arrangement) will lie against the Receivers personally and the Receivers shall be entitled at any time to have such deeds, documents or others amended to include an exclusion of personal liability in terms of this Clause 5; and

5.1.3 that any personal liability of the Receivers which would in terms of the Insolvency Act 1986 arise but for the provisions of this Clause 5 is hereby expressly excluded.

5.2 The Receivers have joined in as parties to this Assignment solely for the purpose of obtaining the benefit of the provisions of this Clause 5 and any other provisions in this Assignment in their favour.

5.3 Nothing in this Assignment shall constitute a waiver of any right of the Receivers to be indemnified, or to exercise a lien, whether under the provisions of the Insolvency

6. **CONTINUING FORCE AND EFFECT**

This Assignment shall insofar as it remains to be performed after the date hereof continue in full force and effect.

7. **NOTICE**

7.1 All notices, requests or demands by the respective parties may be served by Recorded Delivery Post, by Courier or personally to the parties' respective addresses herein stated (in the case of the Assignor and the Receivers to their offices at 1 Blythswood Square, Glasgow) or to such other addresses as they may respectively from time to time notify to the other parties. A confirmation copy of any document sent by fax shall also be sent to the addressee by first class air mail within one Business Day after the date of transmission by fax.

7.2 Any such notice, request, demand or communication shall:

7.2.1 if delivered by Courier or personally be deemed to have been received at the time of delivery or if delivery is not on a Business Day on the Business Day following such delivery;

7.2.2 if given by Recorded Delivery Post be deemed to have been received on the second Business Day occurring after the date of posting; and

7.3 Other communication can be made by fax or e-mail and if so sent be deemed to have been received on the date of transmission (as confirmed by an affirmative transmission and/or delivery report), or if said transmission is not on a Business Day on the Business Day following such transmission.

8. **COSTS AND EXPENSES**

Each party shall be responsible for its own costs and expenses of, in connection with or incidental to, this Assignment and the assignment of the Trade Marks contemplated hereunder.

9. **WAIVERS**

No failure or delay by the Assignor and/or the Receivers and/or the Assignee in

exercising any right, power or privilege hereunder shall operate as a waiver thereof or prejudice any other or further exercise by them of any of their rights or remedies hereunder.

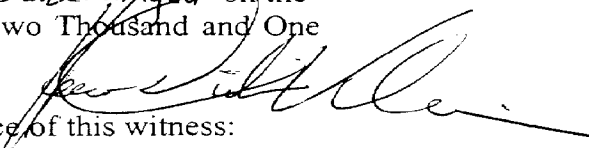
10. **LEX LOCI**

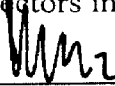
This Assignment shall be governed and construed in all respects in accordance with the Law of Scotland.

11. **PROROGATION OF JURISDICTION**

The parties hereto, insofar as not already subject thereto, hereby prorogate the non-exclusive jurisdiction of the Scottish Courts.

IN WITNESS WHEREOF these presents consisting of this and the five preceding pages are, together with the Annex, executed as follows:

SIGNED for and on behalf of the said PAPIERFABRIK SCHEUFELN GmbH & Co. KG at Leuningen on the 02. October day of Two Thousand and One by Ulrich Schenkel  two of its Directors in the presence of this witness:

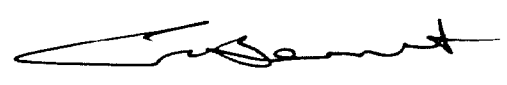
Witness: 

Full Name: Werner Renz
Address: Gartenstr. 25/1
73230 Kirchheim - Nabern

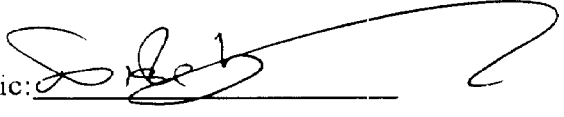
SIGNED for and on behalf of the said THE DONSIDER PAPER COMPANY LIMITED (IN RECEIVERSHIP) at GLASGOW on the TWENTY SIXTH day of SEPTEMBER Two Thousand and One by GORDON IAIN BONNET one of the Joint Receivers (without incurring personal liability on the part of either Joint Receiver) in the presence of this Notary Public:

Notary Public: 

Full Name: NICOLA HAMILTON
Address: 191 WEST GEORGE STREET
GLASGOW G2 2LP



SIGNED by one of the Joint Receivers of The Donside Paper Company Limited (in Receivership) (without incurring personal liability on the part of either Joint Receiver) at GLASGOW on the TWENTY SIXTH day of SEPTEMBER Two Thousand and One in the presence of this Notary Public:

Notary Public: 

Full Name: NICOLA HAMILTON

Address: 191 WEST GEORGE ST
GLASGOW G2 2LD



ANNEX
TRADEMARKS

<u>Mark</u>	<u>Number</u>	<u>Class</u>	<u>Date</u>
CONSORT	No. 1,594,178	16	May 1, 1990
CONSORT ROYAL	No. 1,589,941	16	April 3, 1990
CONSORT ROYAL OSPREY	No. 1,775,203	16	June 8, 1993
GLENEAGLE	No. 1,333,192	16	April 3, 1985
GLENEAGLE OSPREY GEO			