

05-28-2002



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Form PTO-1594 (Rev. 03/01) OFFICE OF PUBLIC RECORDS REC
OMB No. 0651-0027 (exp. 5/31/2002) 37
Tab settings

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):
Potlatch Corporation
601 W. Riverside Avenue, Suite 1100
Spokane, WA 99201
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other

2. Name and address of receiving party(ies)
Name: Sappi Cloquet LLC
Internal: 5-21-02
Address:

Street Address: 225 Franklin Street, 28th Floor
City: Boston State: MA Zip: 02110

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other limited liability company

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: May 13, 2002

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)

Please see the attached "Annex A".

Additional number(s) attached Yes No

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

Name: Karen L. Nachbar, Esq.

Internal Address: Pillsbury Winthrop LLP

Street Address: One Battery Park Plaza

City: New York State: NY Zip: 10004

6. Total number of applications and registrations involved: 22

7. Total fee (37 CFR 3.41).....\$ 565.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Mark N. Lessard
Name of Person Signing

May 21, 2002
Date

Total number of pages including cover sheet, attachments, and document: 9

05/24/2002 BYRNE 00000159 731044

01 FC:481
02 FC:482

Our. Ref. No.:
071480-0000012

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

EJ 639839415
Express Mail Label

TRADEMARK
REEL: 002513 FRAME: 0592

Annex A

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
ARROWHEAD BULK OPAQUE	731,864	May 22, 1962
CARLTON	840,901	Dec. 19, 1967
CARLTON	836,752	Oct. 10, 1967
CARLTON	1,241,146	Jun. 7, 1983
CARLTON	597,923	Nov. 9, 1954
CHARTER 98	856,008	Sept. 3, 1968
DECADE	1,713,631	Sept. 8, 1992
ELOQUENCE	1,239,406	May 24, 1983
KARMA	869,412	May 13, 1969
LUMA-COTE	1,008,367	Apr. 8, 1975
MAKERS'	1,235,255	Apr. 19, 1983
MOUNTIE	597,924	Nov. 9, 1954
MOUNTIE	1,822,707	Feb. 22, 1994
Design mark (mountie and horsehead)	806,954	Apr. 12, 1966
NORTEX	1,227,516	Feb. 15, 1983
NORTH STAR	853,244	Jul. 23, 1968
NORTHWEST	1,819,925	Feb. 8, 1994
PLUS ONE	1,001,531	Jan. 14, 1975
QUINTESSENCE	978,619	Feb. 12, 1974
RANGER	820,756	Dec. 20, 1966
REMARQUE	1,689,035	May 26, 1992
VINTAGE	1,838,660	Jun. 7, 1994

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS is made as of May 13, 2002, from Potlatch Corporation, a Delaware corporation (the "Assignor"), to Sappi Cloquet LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of March 18, 2002, between the Assignor and the Assignee (the "Agreement"), the Assignor has agreed to transfer to Assignee all of Assignor's right, title and interest in and to certain trademarks throughout the world that primarily relate or pertain to or are primarily used, primarily held for use or intended to be primarily used in the operation or conduct of the Business or in connection with any Acquired Asset, as those terms are defined in the Agreement (the "Trademarks"); and

WHEREAS, Assignor is the owner of Trademarks which were registered in, and pending applications for Trademarks which were filed with, the United States Patent and Trademark Office, as listed on Annex A attached hereto (the "U.S. Trademarks"); and

WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor may have in and to the Trademarks and the applications and registrations therefor, together with the good will of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to recover for damages and profits for past infringements thereof;

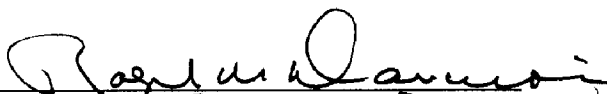
NOW THEREFORE, in consideration of the sum of one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor DOES HEREBY ASSIGN, TRANSFER AND CONVEY to Assignee, its successors and assigns forever, all of the right, title and interest, whether statutory or common law, of Assignor in, to or arising under the Trademarks, and any and all renewals and extensions of such Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the registrations and

applications of U.S. Trademarks identified on Annex A, including the right to recover for damages and profits for past infringements thereof, as fully and entirely as the same would have been held by Assignor if this Assignment had not been made.

Assignor agrees to execute and deliver at the reasonable request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may reasonably require in order to vest all Assignor's rights, title, and interest in and to the Trademarks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed reasonably necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the 13th day of May, 2002.

POTLATCH CORPORATION

By: 
Name: RALPH M. DAVISON
Title: Vice President

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On this 13th day of May, 2002, before me, a Notary Public duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Ralph M. Davissen to me personally known, who stated that he/she is the Vice President of Potlatch Corporation and is duly authorized in that capacity to execute the foregoing instrument for and in the name and on behalf of said corporation, and further stated and acknowledged that he/she has so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and official seal this 13th day of May, 2002.

Nora Reitemeyer

Notary Public

NORA REITEMEYER
NOTARY PUBLIC, State of New York
No. 01RE6033258
Qualified in New York County
Commission Expires Feb. 21, 2006