

**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
ATLANTIC PAPER & FOIL, LLC		07/02/2008	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	CELLU TISSUE - HAUPPAUGE, LLC
Street Address:	1855 Lockeway Drive, Suite 501
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30004
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2366823	BIG T
Serial Number:	77003650	BIG T
Registration Number:	2955522	COMPARE
Serial Number:	77312427	KACHOOS
Registration Number:	2672038	KENSINGTON
Registration Number:	3197197	PERFORMANCE
Registration Number:	2362847	PLAZA
Registration Number:	2228482	SILKY TOUCH
Registration Number:	1701102	SILKY TOUCH
Registration Number:	3364219	SUPER FOIL
Registration Number:	3364245	SUPER WRAP
Serial Number:	77330670	TREE-FREE MADE FROM 100% RECYCLED PAPER

CORRESPONDENCE DATA

CH \$315.00 2366823

Fax Number: (617)235-9702  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (617) 951-7533  
Email: megan.baca@ropesgray.com, erin.dugan@ropesgray.com  
Correspondent Name: Megan R. Baca c/o Ropes & Gray LLP  
Address Line 1: One International Place  
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	WPQC-057
NAME OF SUBMITTER:	Megan R. Baca, Esq.
Signature:	/megan baca/
Date:	07/09/2008

**Total Attachments: 7**

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## ASSIGNMENT OF MARKS

THIS ASSIGNMENT OF MARKS is dated as of July 2, 2008 ("Assignment"), and is made from Atlantic Paper & Foil, LLC, a New York limited liability company with an address of 325 Kennedy Drive, Hauppauge, New York 11788 (the "Assignor"), to Cellu Tissue - Hauppauge, LLC, a Delaware limited liability company with an address of 1855 Lockeway Drive, Suite 501, Alpharetta, Georgia 30004 ("Assignee").

WHEREAS, Assignor is the owner of all rights, title and interests in and to certain trademarks associated with its business including without limitation the trademarks and service marks set forth in the attached Schedule A (collectively the "Marks"), the applications and registrations thereof and the goodwill represented by the Marks; and

WHEREAS, Assignor is a party to the Asset Purchase Agreement dated as of July 2, 2008, between Cellu Tissue Holdings, Inc. and Atlantic Paper & Foil Corp. of N.Y., Atlantic Lakeside Properties, LLC, Atlantic Paper & Foil, LLC, Atlantic Paper & Foil of Georgia, LLC and Consumer Licensing Corporation (the "Purchase Agreement");

WHEREAS, in accordance with the Purchase Agreement, Cellu Tissue Holdings, Inc. and Assignee have entered into an Assignment of Purchase Agreement dated as of July 2, 2008, whereby Cellu Tissue Holdings, Inc. assigned to Assignee certain of its rights and interests in the Purchase Agreement and delegated Assignee to assume certain of its obligations under the Purchase Agreement;

WHEREAS Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee, inter alia, the Marks, the applications and registrations thereof and the goodwill associated with the Marks in order to carry out the intent and purpose of the Purchase Agreement and the Assignment of Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignment of Rights. Assignor hereby assigns to Assignee all rights, title and interests in and to the Marks throughout the world, including without limitation the goodwill of the business symbolized by the Marks, all registrations and applications for registration thereof, if any, and any renewals and extensions thereof, all common law rights in the Marks, all rights of action accrued and to accrue under and by virtue thereof, including without limitation the right to sue and recover for, and the right to profits or damages due or accrued in connection with any and all past, present or future infringement or dilution of the Marks, the right to file trademark applications in the name of Assignee or its designee on the Marks in all countries of the world, all convention and treaty rights of all kinds, including without limitation all rights of priority in any county of the world, in and to the Marks, and all records and files relating to the Marks.
2. Further Assurances. Assignor agrees to provide all assistance reasonably requested by Assignee to fulfill the purposes of this Assignment, including executing further consistent assurances, confirmation, assignments, transfers and releases, and providing good faith testimony by affidavit, declaration, deposition or other means. If for any reason Assignee is unable, after reasonable effort, to secure Assignor's signature on any document needed to

procure or perfect Assignee's interest in any of the Marks, Assignor hereby appoints Assignee as their attorney in fact, with full power of substitution, on behalf of the Assignor and for the benefit of Assignee, to execute and enter into any documentation relating to the Marks, to secure recordation or registration of the Marks and of this Assignment, to demand and receive any and all of the Marks, to give receipts and releases for and in respect of the Marks, to institute and prosecute in the name of the Assignor any proceedings at law, in equity, or otherwise, and to take any other action Assignee deems necessary or desirable to perfect or enforce its rights in the Marks. Assignor stipulates and agrees that such appointment is a right coupled with an interest and will survive the incapacity or unavailability of the Assignor at any future time.

3. Recordation. Assignor hereby requests the U.S. Trademark Office and the relevant trademark authority in any other country throughout the world record this Assignment of Trademarks to Assignee. Assignor hereby further authorizes and requests the U.S. Trademark Office and any relevant trademark authority throughout the world to issue any and all trademark registrations resulting from the applications assigned hereunder to Assignee, or its successors and assigns, as assignee of Assignor's entire interest therein and all goodwill symbolized thereby. Assignor agrees that the attorney of record in the Applications will hereafter act on behalf of Assignee.

4. No Conflicting Uses. Assignor further covenants that it will cease and desist all uses of the Marks throughout the world, and that it will not oppose or otherwise impede any effort by Assignee to enforce or procure registration for any of the Marks before any administrative, government or other tribunal.

5. Governing Law. This Assignment will be governed by the laws of the State of New York without regard to its conflicts of laws principles.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment of Marks under seal as of the date first set forth above.

Atlantic Paper & Foil, LLC (Assignor)

By: Atlantic Paper & Foil Corp. of N.Y., *its sole member*

By: 

Name: Shawn Gabbay

Title: Secretary

Cellu Tissue - Hauppauge, LLC (Assignee)

By: Cellu Tissue Corporation – Natural Dam  
*its sole member*

By: \_\_\_\_\_

Name: Russell C. Taylor

Title: President and Chief Executive Officer

*Marks Assignment (APF/Hauppauge)*

**TRADEMARK**  
**REEL: 003812 FRAME: 0454**

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment of Marks under seal as of the date first set forth above.

Atlantic Paper & Foil, LLC (Assignor)

By: Atlantic Paper & Foil Corp. of N.Y., *its sole member*

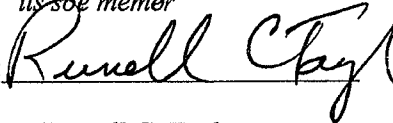
By: \_\_\_\_\_

Name: Shaun Gabbay

Title: Secretary

Cellu Tissue - Hauppauge, LLC (Assignee)

By: Cellu Tissue Corporation – Natural Dam  
*its sole member*

By: 

Name: Russell C. Taylor

Title: President and Chief Executive Officer

Notarial Certificate

THE STATE OF NEW YORK

County of SUFFOLK

This Assignment of Marks was acknowledged before me on this 1 day of JULY 2008, by SHARON GABBY, as \_\_\_\_\_ of Atlantic Paper & Foil, LLC, a New York limited liability company, on behalf of said company.

WITNESS my hand and official seal.

Carol Chasan Mankuta  
Notary Public in and for  
The State of New York

CAROL CHASAN MANKUTA  
Printed or Typed Name of Notary

My Appointment Expires 8/21/09

CAROL CHASAN MANKUTA  
NOTARY PUBLIC, State of New York  
No. 01MA4954948  
Qualified in Suffolk County 9  
Commission Expires Aug. 21, 2009

Marks Assignment (APF/Hauppauge)

TRADEMARK  
REEL: 003812 FRAME: 0456

## SCHEDULE A


### MARKS

BIG T
COMPARE
KACHOOS
KENSINGTON
PERFORMANCE
PLAZA
SILKY TOUCH
<b>SILKY TOUCH</b>
SUPER FOIL
SUPER WRAP
TREE-FREE MADE FROM 100% RECYCLED PAPER

### U.S. TRADEMARK REGISTRATIONS

Trademark	Country	Classes	Serial/Reg. #	Date Filed	Date Registered	Status	Next Action	Date Due
BIG T	United States	16	2,366,823	2/23/1998	7/11/2000	Registered	First Renewal	7/11/2010
BIG T	United States	21	77/003,650	9/20/2006	7/24/2007	Registered	First Renewal	7/24/2017
COMPARE	United States	16	2,955,522	9/13/2002	5/24/2005	Registered	Declaration of Use	5/24/2011
KACHOOS	United States	16	77/312,427	10/24/2007		Pending	Approved for Publication	
KENSINGTON	United States	16	2,672,038	3/12/2002	1/7/2003	Registered	Declaration of Use	1/7/2009
PERFORMANCE	United States	16	3,197,197	9/19/2002	1/9/2007	Registered	Declaration of Use	1/9/2013
PLAZA	United States	6	2,362,847	2/23/1998	6/27/2000	Registered	First Renewal	6/27/2010
SILKY TOUCH	United States	16	2,228,482	2/5/1998	3/2/1999	Registered	First Renewal	3/2/2009
SILKY TOUCH (Stylized)	United States	16	1,701,102	1/9/1991	7/14/1992	Registered	Second Renewal	7/14/2012
SUPER FOIL	United States	6	3,364,219	9/20/2006	1/8/2008	Registered	Declaration of Use	1/8/2014
SUPER WRAP	United States	16	3,364,245	9/26/2006	1/8/2008	Registered	Declaration of Use	1/8/2014



<p>TREE-FREE MADE FROM 100% RECYCLED PAPER</p> 	United States	16	77/330,670	11/16/2007		Pending	Approved for Publication	
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