

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Smart Papers Holdings LLC		02/27/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Mohawk Fine Papers Inc.
Street Address:	465 Saratoga Street
City:	Cohoes
State/Country:	NEW YORK
Postal Code:	12047
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1656789	BENEFIT
Registration Number:	1839935	PROTERRA
Registration Number:	2058351	SYNERGY
Registration Number:	2052750	OUTBACK
Registration Number:	0736040	CARNIVAL
Registration Number:	1717974	GENESIS
Registration Number:	2451660	MAGNA CARTA PARCHMENT
Registration Number:	1517990	PASSPORT
Registration Number:	1948996	PEGASUS
Registration Number:	0680474	NEKOOSA
Registration Number:	1140750	NEKOOSA
Registration Number:	1363352	FELTWEAVE
Registration Number:	1543508	NEKOOSA LASER 1000
Registration Number:	1433883	NEKOOSA COTTON

CH \$440.00 1656789

Registration Number:	1520808	PAGEENTRY
Registration Number:	2195566	SOLUTIONS
Registration Number:	1368941	SKYTONE

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-819-8200
Email: trademarkdocket@whitecase.com
Correspondent Name: Matthew Bart
Address Line 1: White & Case LLP
Address Line 2: 1155 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1129749-0016
NAME OF SUBMITTER:	Matthew Bart
Signature:	/Matthew Bart/
Date:	03/06/2009

Total Attachments: 4
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Assignment**”), is made as of February 27, 2009, between Smart Papers Holdings LLC, a Delaware limited liability company having a principal place of business located at 601 North B Street, Hamilton, Ohio 45013, United States of America (“**Assignor**”), and Mohawk Fine Papers Inc., a New York corporation having a principal place of business located at 465 Saratoga Street, Cohoes, New York 12047, United States of America (“**Assignee**”).

RECITALS

A. Assignor is the owner of all right, title and interest in and to, and the goodwill associated with, the marks listed in Exhibit A (the “**Trademarks**”).

B. Assignor has agreed to assign to Assignee, and Assignee has agreed to acquire, all right, title and interest in and to the Trademarks, including the goodwill associated with the Trademarks.

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

Assignor hereby conveys and assigns to Assignee, and its successors and assigns, all right, title and interest throughout the world in and to the Trademarks, together with the goodwill associated therewith, any existing or future registrations of said Trademarks, and all common law rights associated with said Trademarks, together with all income, royalties and payments now or hereafter due or payable with respect thereto, and in and to all rights to sue, counterclaim and recover under all causes of action (either in law or in equity) and other rights assertable under said Trademarks, including the right to sue for past, present and future infringement of, or other unauthorized use or improper activities regarding, said Trademarks, and the right to enjoy all of the benefits obtained as a result of any such litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignor releases and waives all claims, if any, against Assignee in connection with the Trademarks. Assignor hereby authorizes and requests the U.S. Commissioner of Patents and Trademarks (and any similarly situated government official of any foreign country) to recognize Assignee as the legal owner of the Trademarks, for Assignee’s sole use and benefit and for the use and benefit of Assignee’s legal representatives, to the full end of the term (including any extensions or renewals) for which the Trademarks may be granted, as fully and entirely as the same would have been held by Assignor had this Assignment not been made.

Signature Page Follows

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the day, month and year first above written.

Assignee:

Mohawk Fine Papers Inc.

By: [Signature]
Name: THOMAS P. O'CONNOR JR
Title: CHAIRMAN & CEO

STATE OF NEW YORK)
) SS.
COUNTY ALBANY)

The foregoing Assignment was acknowledged before me on this 27th day of FEBRUARY 2009 by THOMAS P. O'CONNOR JR, on behalf of Mohawk Fine Papers Inc., a New York corporation.

Elizabeth T. Gressler
NOTARY PUBLIC
My Commission Expires: 11-17-2010

ELIZABETH T. GRESSLER
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01GR6049085
QUALIFIED IN RENSSELAER COUNTY
MY COMMISSION EXPIRES 11-17-2010

Assignor:

Smart Papers Holdings LLC

By: _____
Name: _____
Title: _____

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing Assignment was acknowledged before me on this _____ day of _____, 2009 by _____, on behalf of Smart Papers Holdings LLC, a Delaware limited liability company.

NOTARY PUBLIC
My Commission Expires: _____

[Signature page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the day, month and year first above written.

Assignee:

Mohawk Fine Papers Inc.

By: _____
Name: _____
Title: _____

STATE OF _____)
) SS.
COUNTY _____)

The foregoing Assignment was acknowledged before me on this _____ day of _____, 2009 by _____, on behalf of Mohawk Fine Papers Inc., a New York corporation.

NOTARY PUBLIC
My Commission Expires: _____

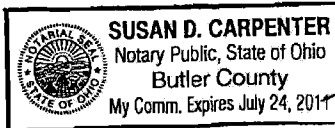
Assignor:

Smart Papers Holdings LLC

By: [Signature]
Name: DON MAHER
Title: PRESIDENT

STATE OF Ohio)
) SS.
COUNTY OF Butler)

The foregoing Assignment was acknowledged before me on this 27th day of Feb, 2009 by Daniel J. Maher, on behalf of Smart Papers Holdings LLC, a Delaware limited liability company.



[Signature]
NOTARY PUBLIC
My Commission Expires: 7/24/2011

[Signature page to Trademark Assignment Agreement]

Exhibit A

Trademarks

Mark	Registration No.	Registration Date
BENEFIT	1656789	September 10, 1991
PROTERRA	1839935	June 14, 1994
SYNERGY	2058351	April 29, 1997
OUTBACK	2052750	April 15, 1997
CARNIVAL	0736040	August 14, 1962
GENESIS	1717974	September 22, 1992
MAGNA CARTA PARCHMENT	2451660	May 15, 2001
PASSPORT	1517990	December 27, 1988
PEGASUS	1948996	January 16, 1996
NEKOOSA	0680474	June 16, 1959
	1140750	October 21, 1980
FELTWEAVE	1363352	October 1, 1985
NEKOOSA LASER 1000	1543508	June 13, 1989
NEKOOSA COTTON	1433883	March 24, 1987
PAGEANTRY	1520808	January 17, 1989
SOLUTIONS	2195566	October 13, 1998
SKYTONE	1368941	November 5, 1985

Exhibit A-1

Houston 3877113v.4

RECORDED: 03/06/2009

TRADEMARK
REEL: 003947 FRAME: 0519