

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
Mississippi River Corporation		05/28/2010	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Mississippi River Pulp, LLC		
Street Address:	701 East Lake Street		
Internal Address:	Suite 300		
City:	Wayzata		
State/Country:	MINNESOTA		
Postal Code:	55391		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1873053	MRC	
CORRESPONDENCE DATA			
Fax Number:	(202)533-9099		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-467-8856		
Email:	behogue@vorys.com, iplaw@vorys.com, rsdonnell@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	1900 K Street, NW – 9th Floor		
Address Line 2:	Attn: Richard S. Donnell, Esq.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
ATTORNEY DOCKET NUMBER:	65560-2/0769/MISSISSIPPIT		
NAME OF SUBMITTER:	Richard S. Donnell		
Signature:	/richard s donnell/		

CH \$40.00 1873053

Date:

06/02/2010

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”) is made and entered into this 28th day of May, 2010, by and between MISSISSIPPI RIVER CORPORATION, an Ohio corporation having a place of business at 30 Majorca Road, Natchez, MS 39121 USA (“Assignor”), and MISSISSIPPI RIVER PULP, LLC, a Delaware limited liability company having a place of business at 701 East Lake Street, Suite 300, Wayzata, MN 55391 USA (“Assignee”).

RECITALS

WHEREAS, Assignor owns certain registered and unregistered trademarks and trademark applications, including, but not limited to, the registered and unregistered trademarks described in Exhibit A, attached hereto and made a part hereof (the “Trademarks”);

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of May 21, 2010 (the “Asset Purchase Agreement”), pursuant to which Assignor is selling to Assignee substantially all of the business operations, assets, properties and rights of the Assignor (the “Business”), including the Trademarks, all as more particularly described in the Asset Purchase Agreement; and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Assignee desires to acquire all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and with the intention of being legally bound hereby, Assignor does hereby sell, assign, transfer and set over unto Assignee all of Assignor’s right, title and interest in and to the Trademarks, together with the goodwill of the Business symbolized by the Trademarks, including, without limitation, Assignor’s right, title and interest in and to all pending applications for registration, if any, for the Trademarks throughout the world; all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; the right to sue for past, present and future infringements thereof; and all rights corresponding thereto throughout the world, as fully and entirely as the same would have been held and enjoyed by such Assignor had this Assignment and sale not been made.

Assignor further agrees that, when requested, the Assignor will, without demanding any further consideration therefor but at the expense of the Assignee, do all lawful and just acts, including the execution and acknowledgement of instruments, that may be or become necessary for maintaining and perfecting the Assignee’s right to the Trademarks and to render all necessary assistance in making application for and obtaining registration of the Trademarks with the U.S. Patent and Trademark Office or of any and all foreign countries, and in enforcing any rights or choses in action accruing as a result of such applications or the Trademarks, by giving testimony in any proceedings or transactions involving such applications or the Trademarks, and by executing preliminary statements or other affidavits, it being understood that the Assignment and the foregoing covenant and agreement

shall bind, and shall inure to the benefit of, the respective successors, assigns and legal representatives of Assignor and Assignee.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed effective as of the date first above written.

ASSIGNOR:

MISSISSIPPI RIVER CORPORATION

By: Ronald A. Lisko
Name: RONALD A. LISKO
Title: EXEC. V.P.

STATE OF Ohio)

) SS:

COUNTY OF Franklin)

On this 27th day of May, 2010 before me personally appeared Ronald A. Lisko, an officer of Mississippi River Corporation, the Assignor above named, who acknowledged that he/she executed the foregoing Trademark Assignment on behalf of Assignor pursuant to authority duly received.

Christina M. Lyons
Notary Public



CHRISTINA M. LYONS
ATTORNEY AT LAW
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 ORC

ASSIGNEE:

MISSISSIPPI RIVER PULP, LLC

By: Wayzata Investment Partners LLC, its manager

By: _____
Print Name: _____
Its: _____

STATE OF _____)

) SS:

COUNTY OF _____)

On this ___ day of May, 2010 before me personally appeared _____, an authorized signatory of the manager of Mississippi River Pulp, LLC, the Assignee above named, who acknowledged that he/she executed the foregoing Trademark Assignment on behalf of Assignee pursuant to authority duly received.

Notary Public

shall bind, and shall inure to the benefit of, the respective successors, assigns and legal representatives of Assignor and Assignee.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed effective as of the date first above written.

ASSIGNOR:
MISSISSIPPI RIVER CORPORATION

By: _____
Name: _____
Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

On this ___ day of May, 2010 before me personally appeared _____, an officer of Mississippi River Corporation, the Assignor above named, who acknowledged that he/she executed the foregoing Trademark Assignment on behalf of Assignor pursuant to authority duly received.

Notary Public

ASSIGNEE:
MISSISSIPPI RIVER PULP, LLC

By: Wayzata Investment Partners LLC, its manager

By: *Patrick J. Halloran*
Print Name: Patrick J. Halloran
Its: Authorized Signatory

STATE OF Minnesota)
) SS:
COUNTY OF Hennepin)

On this 27 day of May, 2010 before me personally appeared Patrick Halloran, an authorized signatory of the manager of Mississippi River Pulp, LLC, the Assignee above named, who acknowledged that he/she executed the foregoing Trademark Assignment on behalf of Assignee pursuant to authority duly received.

Cheri J. Longsdorf

Notary Public



Exhibit A

Trademark	Serial No.	Reg. No.	Reg. Date	Next Renewal Date
MRC	74/207,157	1,873,053	01-10-1995	01-10-2015
MISSISSIPPI RIVER CORPORATION	N/A	N/A	N/A	N/A
NORTH AMERICAN PAPER COMPANY	N/A	N/A	N/A	N/A