

09-08-1998



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CERTIFICATE OF EXPRESS MAIL UNDER 37 CFR 1.10

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I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513.

37

J. Montgomery  
(Typed or printed name of person mailing paper or fee)

8/28/98

J. Montgomery  
(Signature of person mailing paper or fee)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Patent Assignment Cover Sheet

TO: The Commissioner of Patents  
and Trademarks  
Washington, D.C. 20231  
ATTN: Assignment Branch

Please find enclosed for recording a Patent Assignment identified as follows:

- Conveying Party:** ("Assignor") Buckeye Florida Corporation, a Delaware corporation, having an address of P.O. Box 80407, Memphis, Tennessee 38108-0407.
- Receiving Party:** ("Assignee") Buckeye Technologies, Inc., f/k/a Buckeye Cellulose Corporation, a Delaware corporation, having an address of 1001 Tillman Street, Memphis, Tennessee 38102.
- The Assignment conveys all rights, title, and interest in and to the patents identified therein and herein *nunc pro tunc* as of May 1, 1996.
- The Assignment should be recorded against the following patents:

<u>Title</u>	<u>U.S. Patent No.</u>
High Yield Fiber Sheets; Defibrination Wood Pulp	4,247,362
Tufted Material Having a Laminated Film Primary Tufting Substrate	4,294,876

09/02/1998 JSH:RAZZ 00000117 4247362

01 FC:581

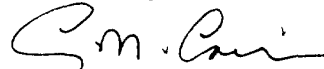
M JDM 405916.1  
783824-012 08/26/98

80.00 OP

PATENT  
REEL: 9414 FRAME: 0993

5. Correspondence concerning this request should be sent to: Grady M. Garrison, Esq., Baker, Donelson, Bearman & Caldwell, 20th Floor, First Tennessee Building, Memphis, Tennessee 38103
6. This request concerns two (2) patents, and a total fee of \$80.00 is submitted herewith. The Commissioner is hereby authorized to charge any additional payment, or credit any refund that may be due to Deposit Account No. 08-1629.
7. The Assignee is domiciled in the United States.
8. The enclosed Assignment was signed August 17, 1998. It is effective as of May 1, 1996.
9. To the best knowledge and belief of the undersigned, the information contained on this cover sheet is true and correct and any copy submitted is a true copy of the original document.

Respectfully submitted,



Grady M. Garrison  
Attorney for Assignee

Date: 8/27/98

**NUNC PRO TUNC ASSIGNMENT OF PATENT RIGHTS,  
TECHNICAL INFORMATION AND KNOW-HOW**

WHEREAS, **Buckeye Florida Corporation**, a Delaware corporation having an address of P.O. Box 80407, Memphis, Tennessee 38108-0407 (hereinafter, "**Assignor**"), did obtain sole and exclusive ownership of all right, title and interest in and to certain inventions ("Inventions") and Letters Patent of the United States and Canada (the "Patents") as identified in Schedule "A" attached hereto;

WHEREAS, Assignor did obtain sole and exclusive ownership and possession of certain knowledge, trade secrets, technical and marketing information pertaining to products embodying the Inventions and other products (the "Products");

WHEREAS, it was intended that all rights, title and interest in and to the Inventions, Patents, Products, together with all knowledge, trade secrets, technical and marketing information pertaining to said Products, were to be assigned to **Buckeye Technologies Inc., f/k/a Buckeye Cellulose Corporation**, a Delaware corporation having an address of 1001 Tillman Street, Memphis, Tennessee 38102 (hereinafter "**Assignee**") as of May 1, 1996;

WHEREAS, Assignor wishes to confirm Assignee's ownership of all rights, title and interest in and to the Inventions, Patents and Products, and all knowledge, trade secrets, technical and marketing information pertaining to the Products as of May 1, 1996;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Assignor** hereby confirms that it intended and has sold, assigned, transferred and conveyed to **Assignee**, and does hereby sell, assign, transfer, and convey to **Assignee, nunc pro tunc** as of May 1, 1996, all of **Assignor's** right, title and interest in and to the Inventions, and in and to the Patents as identified in Schedule "A" attached hereto, including any reissues of said Patents, together with all rights, interests and obligations running toward or granted to **Assignor** under any previously executed assignment agreements between the inventors of the Inventions embodied in said Patents or applications therefor and **Assignor**, or any of its predecessors in title, including the sole right to make, to have made, use and sell the Inventions embodied in said Patents, along with the right to sublicense such rights, the same to be held and enjoyed by **Assignee** for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the term or terms for which each of the Patents is granted or reissued as fully and entirely as the same would have been held and enjoyed by **Assignor** if this Assignment had not been made, together with any and all claims for damages by reason of past infringement of said Patents, with right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives.

**Assignor** hereby confirms that it intended and has sold, assigned, transferred and conveyed to **Assignee**, and does hereby sell, assign, transfer, and convey to **Assignee**, *nunc pro tunc* as of May 1, 1996, any and all of **Assignor's** rights in and to the Inventions, and any and all of **Assignor's** foreign rights in all patent granting countries of the world, including the right to file applications and obtain patents for said Inventions in its name in said countries under the terms of the International Convention for the Protection of Industrial Property, together with all of **Assignor's** rights of priority and all other rights under any and all international agreements to which the United States adheres.

**Assignor** hereby confirms that it intended and has sold, assigned, transferred and conveyed to **Assignee**, and does hereby sell, assign, transfer, and convey to **Assignee**, *nunc pro tunc* as of May 1, 1996, all knowledge, trade secrets, technical information and marketing information relating to the Products, including all information in the form of specifications, data, quality and performance standards, and other data related to the manufacture, improvement and marketing of the Products.

**Assignor** hereby consents to and requests recordation of this transfer and further authorizes and requests that all official documents and communications relating to said Patents or the applications therefor, issue and deliver to Assignee, its attorneys agents, successors or assigns.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed this August 17 ~~day of June~~, 1998.

**Buckeye Florida Corporation**

By: Sheila Jordan Cunningham

Name: Sheila Jordan Cunningham

Title: Secretary

STATE OF Tennessee  
COUNTY OF Shelby

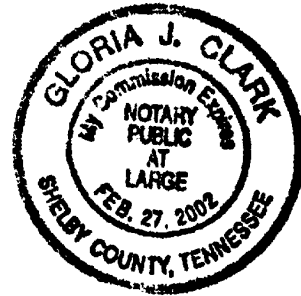
Personally appeared before me, Gloria J. Clark, a Notary Public in and for said State and County duly commissioned and qualified, Sheila Jordan Cunningham, with whom I am personally acquainted, and who acknowledged that she executed the foregoing Nunc Pro Tunc Assignment of Patent Rights, Technical Information and Know-how for the purposes therein contained, and who further acknowledged that she is the secretary of **Buckeye Florida Corporation** (the "Assignor") and is authorized by the Assignor to execute this instrument on behalf of the Assignor.

WITNESS my hand, at office, this 17<sup>th</sup> day of <sup>August,</sup> ~~June~~, 1998.

Gloria J. Clark  
Notary Public

My Commission Expires:

Feb. 27, 2002



SCHEDULE "A"

BUCKEYE CELLULOSE CORPORATION

U.S. PATENTS

TITLE	PATENT #	ISSUE DATE
HIGH YIELD FIBER SHEETS; DEFIBRATION, WOOD PULP	4,247,362	01/27/81
TUFTED MATERIAL HAVING A LAMINATED FILM PRIMARY TUFTING SUBSTRATE	4,294,876	10/13/81

CANADIAN PATENTS

TITLE	PATENT NO.	ISSUE DATE
HIGH YIELD FIBER SHEETS	1,131,959	09/21/82

N HAS 244122.1  
783824-012 06/17/98

RECORDED: 08/28/1998

PATENT  
REEL: 9414 FRAME: 0998