

09-01-1999

OMB No. 0651-0011 (exp. 4/94)

MRP 9-10-99



101132052

To the Honorable Commissioner of Patents and Trademarks
thereof.

1. Name of conveying party(ies):

SHELL OIL COMPANY
910 Louisiana
One Shell Plaza
Houston, Texas 77002

Additional name(s) of conveying party(ies) attached? NO

3. Nature of conveyance:

XXX Assignment Merger
Security Agreement Change of Name
Other

Execution Date: August 27, 1999

2. Name and address of receiving party(ies):

TOMAH RESERVE, INC.
1012 Terra Drive
P.O. Box 388
Milton, Wisconsin 53563

Additional name(s) & address(es) attached? NO

4. Application number(s) or patent number(s): See Attachment B

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

See Attachment B

Additional numbers attached? YES

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

Name: Peter G. Mack

Internal Address: FOLEY & LARDNER

Street Address: SUITE 500, 3000 K STREET

City: WASHINGTON, State: DC ZIP: 20007-8696

6. Total number of applications and patents involved: 11

7. Total fee (37 C.F.R. § 3.41). \$ 440.00

XXX Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 19/0741

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

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440.00 OP

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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.

Norman J. Rich

Name of Person Signing

Norman J. Rich
Signature

August 30, 1999
Date

Total number of pages including cover sheet, attachments, and document: 5

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

PATENT
REEL: 010226 FRAME: 0065

ATTACHMENT B**Shell Oil Company – Reserve Plant****Reserve, LA – Schedule 1.19****Intellectual Property & Trademarks**

Patents:

<u>Patent No.</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Title</u>
(1) 5,258, 099	7/17/92	11/2/93	Office Wastepaper Deinking process using fatty alcohols
(2) 5, 227, 019	7/31/91	7/13/93	Wastepaper deinking process
(3) 5,225, 046	2/26/92	7/6/93	Wastepaper deinking process
(4) 4,666,558	12/11/85	5/19/87	Process for News Deinking Using Low foaming Surfactant Deinking Agent
(5) 4, 618, 400	1/10/86	10/21/86	STE' in Paper Deinking
(6) 4,561,933	4/15/85	12/31/85	Xerographics Deinking
(7) 4,426,254	5/5/82	1/17/84	Destination of Wood Pulp
(8) 5,827,397	3/17/97	10/27/98	Mixed Office Wastepaper Deinking Process
(9) 4,575,569	6/15/84	3/11/86	Alkoxylation of Thiols in the Presence of a Reaction Promoter
(10) 4,931,205	8/9/88	6/5/90	Tertiary Thiol Ethoxylate Compositions
(11) 5, 837,099	1/28/97	11/17/98	Office Wastepaper Deinking Process

PATENT**REEL: 010226 FRAME: 0066**

ACKNOWLEDGEMENT OF PATENT ASSIGNMENT

WHEREAS, SHELL OIL COMPANY, a corporation of the State of Delaware having an office at 910 Louisiana, One Shell Plaza, Houston, Texas 77002 (hereinafter "ASSIGNOR"), owned by assignment all right, title and interest of the Patents and Patent Applications indicated in Schedule 1.19A and B, attached hereto as Attachment B and incorporated herein by reference; and

WHEREAS, TOMAH RESERVE, INC., a corporation of the State of Delaware having an office at 1012 Terra Drive, P.O. Box 388, Milton, Wisconsin 53563 (hereinafter "ASSIGNEE"), desired to acquire all right, title and interest in and to said inventions and in and to any of said Patents and/or Patent Applications of the United States or any country or region foreign thereto:

WHEREAS, pursuant to an AMENDED AND RESTATED ASSET PURCHASE AND SALE AGREEMENT, effective on the 29th day of July, 1999, executed by the ASSIGNOR and ASSIGNEE, the ASSIGNOR sold, assigned, and transferred, and the ASSIGNEE purchased and acquired, all right, title, and interest in said Patents and/or Patent Applications identified in Attachment B and any resulting Letters Patents, and all reissues, continuations, divisions, continuations-in-part, extensions or substitutes thereof for the United States of America and all countries and regions foreign thereto, together with all rights, interests and obligations running toward or granted to ASSIGNOR under any previously executed assignment agreements between the inventor of each of said inventions and ASSIGNOR or any of its predecessors in title, together with any and all claims and demands ASSIGNOR may have, at law or in equity, arising out of past or present infringements of such patents, and together with all rights and benefits accruing under the Paris Convention for the Protection of Intellectual Property, the Patent Cooperation Treaty, the European Patent Convention and under any and all international agreements to which the U.S. adheres, to be held and enjoyed by ASSIGNEE for its own use, and for the use by its successors, assigns or legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this Assignment not been made, each subject to the conditions and/or reservations set forth in Schedule 1.19, attached hereto as Attachment A, of said AMENDED AND RESTATED ASSET PURCHASE AND SALE AGREEMENT (hereinafter the "Assignment");

NOW, THEREFORE, the ASSIGNOR acknowledges and affirms the Assignment of said Patents and Patent Applications set forth in Attachment B, and ASSIGNEE acknowledges and affirms receipt of the Assignment of said Patents and Patent Applications set forth in Attachment B.

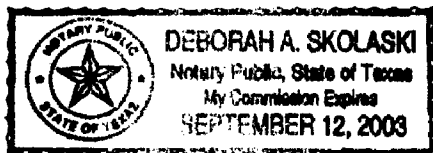
IN WITNESS WHEREOF, this affirmation and acknowledgment of said Assignment has been executed this 27 day of August, 1999.

SHELL OIL COMPANY

By: *E.V. Phillips*
Name: E.V. PHILLIPS
Title: ASSISTANT SECRETARY SHELL OIL COMPANY

State of Texas)
County of Harris)

On this 27 day of August, 1999, before me appeared E.V. Phillips, to me personally known, who, being by me duly sworn, did say that he/she is the Assistant Secretary of SHELL OIL COMPANY, a corporation of the State of Delaware, and that the foregoing instrument was signed on behalf of such corporation by authority of its Board of Directors, and said Shell Oil Company acknowledged the foregoing instrument to be the free act and deed of such corporation.



Deborah A. Skolaski
Notary Public

My commission expires: 9/12/03

ATTACHMENT A

SCHEDULE 1.19 INTELLECTUAL PROPERTY TERMS AND CONDITIONS

- A. With effect from the Effective Time, Seller hereby assigns to Buyer (each term as defined in the AMENDED AND RESTATED ASSET PURCHASE AND SALE AGREEMENT) all right, title and interest of Seller in and to the Patents identified in this Schedule 1.19 A, and the Trademarks identified in this Schedule 1.19 D , subject to the rights of third parties, as of the Effective Time and to the reservation of rights set out in Clause B.