

05-03-2001

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



101700678

PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
SCA TISSUE NORTH AMERICA LLC

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 License Other

Execution Date: March 2, 2001

2. Name and address of receiving party(ies)

Name: **Georgia-Pacific Corporation**

Internal Address: **GA030-43**

Street Address **133 Peachtree Street, N.E.**

City: **Atlanta** State: **Georgia** ZIP: **30303**

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s): **5,736,224**

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)

Additional numbers attached? Yes No

6. Total number of applications and patents involved: **1**

7. Total fee 937 (CFR 3.41).....**\$40.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

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

Name: **Joan P. Harris**
Internal Address: **GA030-43**

Street Address: **133 Peachtree Street, N.E.**

City: **Atlanta** State: **Georgia** ZIP: **30303**

6. Total number of applications and patents involved: **1**

7. Total fee 937 (CFR 3.41).....**\$40.00**

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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.

Joan P. Harris
Name of Person Signing

Joan P. Harris
Signature

05/02/01
Date

Total number of pages including cover sheet, attachments, and document: **13**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks,
1213 Jefferson Davis Highway, 3rd Floor,
Arlington, VA 22202

PATENT
REEL: 011742 FRAME: 0328

PATENT LICENSE AGREEMENT

This Agreement is made this 2nd day of March, 2001, by and between SCA TISSUE NORTH AMERICA LLC, a Delaware limited liability company having its principal place of business at 500 Baldwin Tower, Eddystone, PA 19002 ("**Licensor**") and GEORGIA-PACIFIC CORPORATION, a Georgia corporation having its principal place of business at 133 Peachtree Street NE, Atlanta, GA 30303 USA ("**Licensee**").

I. Recitals and Definitions.

- A. Licensor's parent Svenska Cellulosa Aktiebolaget SCA (publ) and Licensee have entered into that certain Securities Purchase Agreement ("**SPA**"), dated as of January 21, 2001, pursuant to which (a) Licensee has sold its "away from home" commercial tissue business known as Georgia-Pacific Tissue LLC to Licensor's parent; (b) Licensee has assigned its rights to U.S. Patent No. 5,736,224 "Napkin" issued April 7, 1998, pertaining to "bi-level embossing" patterns and techniques ("**Patent**") to Georgia-Pacific Tissue, LLC; and (c) Georgia-Pacific Tissue LLC has changed its name to SCA Tissue North America LLC (the Licensor in this Agreement). A copy of the patent is attached as Attachment A. For purposes of this Agreement, "Patent" includes any re-issue or re-examination patent issuing from U.S. Patent No. 5,736,224.
- B. Pursuant to the SPA, Licensor wishes to grant and Licensee wishes to receive a license to use the inventions claimed in the Patent.
- C. For good and valuable consideration received, the parties agree as follows.

II. Grant. Licensor, acting on behalf of itself, its predecessor and its parent, hereby grants to Licensee, and any purchaser of or successor-in-interest to Licensee's business, for the full remaining term of the Patent, an irrevocable, non-exclusive, world-wide, royalty-free right and license to make, use and sell any and all inventions covered by the Patent and to grant sublicenses to Licensee's subsidiaries under such rights.

III. Marking. Licensee shall mark products covered by the Patent with the Patent number in accordance with applicable patent law.

IV. Disclaimer. Licensor represents and warrants that it is the owner of the Patent and is authorized to grant the license granted herein. Licensor makes no other warranties or representations under this Agreement with respect to the Patent, including any warranty regarding validity, enforceability, merchantability, and fitness for any purpose.

V. No Other Rights. The only rights granted to Licensee with respect to the Patent are those expressly granted herein. Licensee does not acquire any other rights in the Patent nor does it acquire any title or interest therein as a result of this Agreement.


VI. Governing Law. This Agreement shall be construed and interpreted in accordance with, and shall be governed by, the laws of the State of Georgia and the patent laws of the United States of America.

VII. Successors. This Agreement shall be binding upon any successor or assignee of Licensor's ownership interest or control of the Patent.

VIII. Entire Agreement. This Agreement and the SPA constitute the entire agreement and understanding by and between the parties relating to the subject matter hereof, and neither shall be considered modified, altered, changed or amended in any respect unless by a writing signed by both parties.

In witness whereof, and intending to be legally bound, the parties have caused their respective authorized representatives to sign this Agreement effective as of the day and year first written above.

SCA TISSUE NORTH AMERICA LLC
("Licensor")



Signature

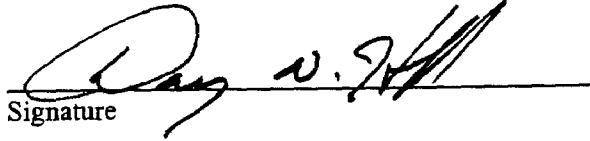
BERTIL STRÖMBERG

Printed Name

ATTORNEY IN FACT

Title

GEORGIA-PACIFIC CORPORATION
("Licensee")



Signature

Danny W. Huff

Name

Executive Vice President - Finance and
Chief Financial Officer

Title

ATTACHMENT A

**COPY OF
U.S. PATENT NO. 5,736,224
ENTITLED "NAPKIN"
ISSUED APRIL 7, 1998**