

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
NewPage Corporation	03/27/2006
Chillicothe Paper Inc.	03/27/2006

RECEIVING PARTY DATA

Name:	P. H. Glatfelter Company
Street Address:	96 South George Street
Internal Address:	Suite 500
City:	York
State/Country:	PENNSYLVANIA
Postal Code:	17401

PROPERTY NUMBERS Total: 19

Property Type	Number
Patent Number:	6019872
Patent Number:	6054021
Application Number:	60549290
Patent Number:	5882724
Patent Number:	5932515
Patent Number:	6514909
Patent Number:	6270625
Patent Number:	6733627
Patent Number:	6407035
Patent Number:	4857406
Patent Number:	5126233
Patent Number:	5643506
Patent Number:	6103378

CH \$760.00 6019872

Application Number:	11070828
PCT Number:	US0506702
Application Number:	60737368
Application Number:	60772005
Application Number:	10826996
Application Number:	10682796

CORRESPONDENCE DATA

Fax Number: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-848-4455
Email: jlik@shearman.com
Correspondent Name: Virginia Boyd
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	34652/4
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NAME OF SUBMITTER:	Virginia Boyd
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Total Attachments: 11
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), dated as of April 3, 2006 and effective as of April 1, 2006, is from NewPage Corporation, a Delaware corporation ("Parent"), and Chillicothe Paper Inc., a Delaware corporation ("Seller") and, together with Parent, "Assignors"), to P. H. Glatfelter Company, a Pennsylvania corporation ("Assignee"). Capitalized terms used herein but not defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Parent, Seller and Assignee are parties to the Asset Purchase Agreement, dated as of February 21, 2006, as amended by Amendment No. 1 to Asset Purchase Agreement, dated as of March 30, 2006 (as amended, the "Purchase Agreement"), providing for the sale of the Purchased Assets (as defined in the Purchase Agreement) by Seller to Assignee, all upon the terms and conditions set forth in the Purchase Agreement;

WHEREAS, Parent or Seller owns all right, title and interest in and to the Intellectual Property set forth on Schedule A (including the goodwill of the Business symbolized by or associated with the trademarks set forth thereon) attached hereto (the "Assigned IP"), which Intellectual Property constitutes a portion of the Purchased Assets; and

WHEREAS, Parent, Seller and Assignee desire that Assignee acquire all of Assignors' right, title and interest in and to the Assigned IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

1. Assignment. Parent and Seller hereby grant, bargain, sell, transfer, convey, assign, alienate, remise, release and deliver to Assignee and its successors and assigns, and Assignee does hereby accept, all of Parent's or Seller's (as the case may be) right, title and interest in, to and under, the Assigned IP, together with the right to sue and recover for all past, present and future infringements and other violations of the Assigned IP, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignors had this Assignment not been made.

2. Further Assurances. Parent and Seller covenant and agree to provide any further necessary documentation and do all further acts reasonably requested by Assignee in this regard to confirm and perfect title in and to the Assigned IP in Assignee, its successors, assigns or other legal representatives in accordance with this Assignment. In addition, Parent and Seller covenant and agree to provide to Assignee copies of (a) all available file histories of the Assigned IP and (b) maintenance documents, if any, in the Seller's or Parent's possession that relate to the maintenance documentation of any registered or issued Assigned IP, in each case including but not limited to all material correspondence with outside counsel regarding the same.

3. Successors and Assigns. This Assignment is binding on and inures to the benefit of the parties hereto, their respective successors in interest, and their respective assigns.

4. Governing Law. The internal laws of the State of New York applicable to agreements made in and to be wholly performed in such state govern the construction and interpretation of this Assignment, without regard to principles of conflict of laws.

5. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Parent, Seller and Assignee have executed this Assignment as an instrument under seal as of the date first above written.

PARENT: NEWPAGE CORPORATION

By: *Matthew Jesch*
Name: Matthew Jesch
Title: Vice President and Chief Financial Officer

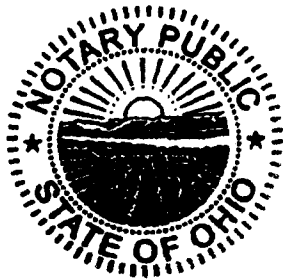
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Ohio

ss.:

COUNTY OF Montgomery

On this 27th day of November, 2006, before me, the undersigned, personally appeared Matthew Jesch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Vice President and Chief Financial Officer of NewPage Corporation, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Rebecca E. Heddings
[NOTARY SEAL]

REBECCA E. HEDDINGS, Notary Public
In and for the State of Ohio
My Commission Expires Sept. 12, 2010

Assignment of Intellectual Property

PATENT
REEL: 017458 FRAME: 0588

SELLER: CHILLICOTHE PAPER INC.

By: Matthew Jesch
Name: Matthew Jesch
Title: Vice President and Chief Financial Officer

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Ohio

ss.:

COUNTY OF Montgomery

On this 27th day of March 2006, before me, the undersigned, personally appeared Matthew Jesch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Vice President and Chief Financial Officer of Chillicothe Paper Inc., and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Rebecca E. Heddings
[NOTARY SEAL]

REBECCA E. HEDDINGS, Notary Public
In and for the State of Ohio
My Commission Expires Sept. 12, 2010

Assignment of Intellectual Property

ASSIGNEE:

P. H. GLATFELTER COMPANY

By: George H. Glatfelter II
Name: George H. Glatfelter II
Title: Chairman and Chief Executive Officer

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Pennsylvania
COUNTY OF York

ss.:

On this 28 day of March 2006, before me, the undersigned, personally appeared George H. Glatfelter II, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Chairman and Chief Executive Officer of P. H. Glatfelter Company, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Maureen Brenner
[NOTARY SEAL]

NOTARIAL SEAL
MAUREEN L. BRENNER, NOTARY PUBLIC
YORK, YORK COUNTY
MY COMMISSION EXPIRES FEB. 5, 2009

Schedule A

1. Patents

PG 98-17	US	Issued	6019872	02/01/2000	09/233,438	01/20/1999	AUTHENTICATABLE BLEACHED CHEMICAL PAPER PRODUCTS
PG 98-19	US	Issued	6054021	04/25/2000	09/233,437	01/20/1999	PROCESS OF MANUFACTURING AUTHENTICATABLE PAPER PRODUCTS
R20243	US	Pending			60/549,290	02-Mar-2004	METHOD AND SYSTEM FOR LASER IMAGING UTILIZING LOW POWER LASERS
R8607	US	Granted	5882724	16-Mar-1999	08/841461	22-Apr-1997	INK JET PRINTING APPLICATION OF HOT-MELT STILTS TO CARBONLESS PAPER
R8735	US	Granted	5932515	03-Aug-1999	08/977916	25-Nov-1997	RECORDING PAPER INCORPORATING HOLLOW SPHERICAL PLASTIC PIGMENT
R9040	CA	Granted	2400921	15-Nov-2005	2400921	20-Feb-2001	DUAL LAYER SELF-CONTAINED PAPER INCORPORATING HOLLOW MICROSPHERES
R9040	ES	Not validated in Spain	1263606	06-May-2004	01910974.3	20-Feb-2001	DUAL LAYER SELF-CONTAINED PAPER INCORPORATING HOLLOW MICROSPHERES
R9040	FR	Granted	1263606	06-May-2004	01910974.3	20-Feb-2001	DUAL LAYER SELF-CONTAINED PAPER INCORPORATING HOLLOW MICROSPHERES
R9040	GB	Granted	1263606	06-May-2004	01910974.3	20-Feb-2001	DUAL LAYER SELF-CONTAINED PAPER INCORPORATING HOLLOW MICROSPHERES
R9040	IT	Granted	1263606	06-May-2004	01910974.3	20-Feb-2001	DUAL LAYER SELF-CONTAINED PAPER INCORPORATING HOLLOW MICROSPHERES

R9040	DE	Granted	1263606	06-May-2004	01910974.3	20-Feb-2001	DUAL LAYER SELF-CONTAINED PAPER INCORPORATING HOLLOW MICROSPHERES
R9040	US	Granted	6514909	04-Feb-2003	09/630396	02-Aug-2000	DUAL LAYER SELF-CONTAINED PAPER INCORPORATING HOLLOW MICROSPHERES
R9191	US	Granted	6270625	07-Aug-2001	09/342284	29-Jun-1999	METHOD FOR MANUFACTURING COLORED STRIPPED PAPER
R9191	US	Granted	6733627	11-May-2004	09/880594	13-Jun-2001	METHOD FOR MANUFACTURING PAPER HAVING VARIABLE CHARACTERISTICS
R9191	US	Pending			10/682796	09-Oct-2003	METHOD FOR MANUFACTURING COLORED STRIPED PAPER
R9235	CA	Granted	2382673	06-Jul-2004	2382673	24-Jul-2000	COPYABLE CARBONLESS PAPER
R9235	EP	Pending			00962004.8	24-Jul-2000	COPYABLE CARBONLESS PAPER
R9235	US	Granted	6407035	18-Jun-2002	09/624159	24-Jul-2000	COPYABLE CARBONLESS PAPER
W5213	US	Granted	07/485740 6	15-Aug-1989	036658	10-Apr-1987	MICROCAPSULES WITH POLYSALT CAPSULE WALLS AND THEIR FORMATION
W7109	US	Granted	5126233	30-Jun-1992	07/658066	20-Feb-1991	OIL SOLUBLE COLOR PRECURSOR INVOLVING CERTAIN CRYSTALLINE 6-PHENYL PYRIDINE DERIVATIVES
W8236	US	Granted	5643506	01-Jul-1997	08/382897	03-Feb-1995	CONTINUOUS PRODUCTION OF EMULSIONS AND MICROCAPSULES OF UNIFORM PARTICLE SIZE
W8955	US	Granted	6103378	15-Aug-2000	09/198296	23-Nov-1998	CAPSULES HAVING DISCRETE SOLVENT/COLOR FORMER AND DILUENT CAPSULE ENCAPSULATED PHASES

[NONE]	US	Pending			11/070,828		METHOD AND SYSTEM FOR LASER IMAGING UTILIZING LOW POWER LASERS
[NONE]	WO	Published	200584957	15-Sept-2005	PCT/US2005/006702	01-Mar-2005	METHOD AND SYSTEM FOR LASER IMAGING UTILIZING LOW POWER LASERS
W20345 (1170)	US	Pending			60/737368		MARINE FLEXIBLE SUBSTRATE SYSTEM
NPR-4	US	Pending			60/772,005		DIRECT UNDERWATER APPLIED ANTI-FOULING PAINT
PG-04-2B	US	Published	2005-0230465	20-Oct-2005	10/826,996	17-April-2004	RESEALABLE CONTAINER WITH MAGNETIC CLOSURE SYSTEM

2. Invention Records

R20032	Low Odor Carbonless Microcapsule Solvent	Rhoads, Neeld, Yao, Bane, Turnwall	11/16/2000
R20087	Non-Tacky Pressure Sensitive Adhesive	Austin, Neeld, Radabaugh	08/28/2001
R20108	Improved Carbonless Paper Edgepad Glue	Sun, Cyrus, Litke, Lenox	02/08/2002
R20114	Apply Only A Coating Layer Containing A Binder, Preferably Starch, and Phenolic Carbonless ...	Londo, Rigsby	03/14/2002
R20182	Poly-Coated Board for Laser Printing in Packaging Applications	Scott, Yan	05/07/2003
R20185	Grindless thermal dye	Londo, Rigsby	05/07/2003
R20206	Applications for Direct Laser Imaging Systems	Londo, Rigsby, Schirmer, Scott, Yao	07/08/2003
R20207	Non-contact Laser Markable Multi-part Form	Holder, Longo, Rigsby, Scott	07/08/2003
R20208	New method of edge-padding Carbonless paper	Londo, Debrosse, Rigsby, Kettle	07/08/2003
R20234	Improving carbonless sheet runability on digital printers	Yao, Nguyen, Williams	11/14/2003
R20245	Multi-color Coating Composition for Direct Laser Imaging System	Scott, Yao, Londo, Yao, Rigsby	12/17/2003
R20246	Coating Composition and Method to Apply Said Coating to a Paper Substrate for Direct Laser Marking and Printing	Londo, Rigsby, Scott, Yao, Yao	12/17/2003
R20249	Multi-layer color coating composition for direct laser imaging system	Scott, Yao, Rigsby, Yao, Londo, Mudigonda	01/27/2004
R20310	Non-Contact Thermal Imaging Paper	Londo, Rigsby, Holden, Scott, Mudigonda, Yao, Yao	06/09/2004
R20323	Direct Laser Imaging through the use of proprietary Near Infrared dyes	Mudigonda, Scott, Radabaugh	08/05/2004
W20179	Laser Markable Papers	Scott	04/15/2003
W20343 (1171)	Curing and Adhesive for Nontoxic Antifouling Marine Wrap	Schirmer, Yao, Yao	12/08/2004

(Draft)	A white coating containing Molybdenum Oxide as active ingredient for laser marking in the NIR region	Mudigonda, Scott, Holden, Radabaugh	
(Draft)	Improved process to integrate NIR dyes and laser markable materials for direct laser imaging application	Scott, Mudigonda, Rigsby, Holden, Radabaugh	
NPR-2	Durable Composite Substrates for High Resolution Digital Imaging		
NPR-5	Improved Cellulose-based sheet for use as roofing underlayment in building and construction		
1175	Paper Composite for Billboards and Banners		

3. Other

"Marine Wrap" technology, know how, research and documentation

4. Trademarks

ACCELERATOR	GB	Filed				7-Mar-2006
ANNOUNCE	US	Pending			78/736476	19-Oct-2005
BEYOND THE BOX	CA	Allowed			119182300	25-Sep-2003
BEYOND THE BOX	US	Abandoned, 1/28/05			78/302302	18-Sep-2003
BEYOND THE BOX AND DESIGN	CA	Allowed			119182200	25-Sep-2003
BEYOND THE BOX AND DESIGN	US	Abandoned, 2/11/05			76/552374	26-Sep-2003
BLENDTONE AND DESIGN	US	Expired, 11/26/05	321851	19-Feb-1935	71/357872	03-Nov-1934
CELEBRITY	US	Registered	1450741	04-Aug-1987	73/637514	29-Dec-1986
CHARTER MEMBER	CA	Registered	TMA597350	12-Dec-2003	1120148	01-Nov-2001
CHANGINGINC	US	Pending			78/565598	11-Feb-2005
CHAINGINC AND DESIGN	US	Pending			78/565614	11-Feb-2005
CHANGINGINC	CA	Pending			1245187	28-Jan-2005
CHAINGINC AND DESIGN	CA	Pending			1245185	28-Jan-2005
CHARTER MEMBER	US	Registered	2424196	23-Jan-2001	75/666528	24-Mar-1999
CHIEF (WORDMARK)	CA	Registered	394319	14-Feb-1992	673,072	21-Dec-1990
CLEAR SPRING	CA	Pending			123062200	17-Sep-2004
CLEAR SPRING	US	Registered	0727033	30-Jan-1962	72/121452	05-Jun-1961
CLIP TIPS	US	Cancelled, 2/11/06	1334262	07-May-1985	502265	03-Oct-1984
CRAFTSMAN	US	Registered	1448476	21-Jul-1987	76/636365	22-Dec-1986
CROSSES WATERMARK DESIGN	US	Registered	2533131	22-Jan-2002	76/005423	20-Mar-2000
DEERSKIN	US	Registered	1412766	14-Oct-1986	73/299299	02-Mar-1981
DEFENSA	CA	Registered	TMA531146	25-Sep-2000	887731	19-Aug-1998
DEFENSA	MX	Registered	601595	25-Feb-1999	346642	09-Sep-1998
DEFENSA	US	Registered	2352698	23-May-2000	75/534238	11-Aug-1998

EXCEL	CA	Registered	403828	23-Oct-1992	662931	25-Jul-1990
EXCEL	MX	Registered	491179	11-May-1995	137977	20-Apr-1992
EXCEL	US	Registered	1584643	27-Feb-1990	808923	26-Jun-1989
FASCINATION	US	Registered	845919	12-Mar-1968	72/268543	06-Apr-1967
FASTTRACK	US	Registered	2953688	17-May-2005	78/325643	10-Nov-2003
GLACIER	US	Expired, 1/28/06	788523	20-Apr-1965	161413	25-Jan-1963
HIAWATHA OFFSET	US	Cancelled, 10/2/05	1311026	25-Dec-1984	384267	08-Sep-1982
HIAWATHA PREMIUM	US	Registered	1311025	25-Dec-1984	384260	08-Sep-1982
I-SERIES	CA	Pending			1236412	5-Nov-2004
I-SERIES	US	Allowed			78/513542	07-Sep-2004
LINQ	US	Registered	1567480	21-Nov-1989	73/781172	16-Feb-1989
LOGAN	US	Registered	0799902	07-Dec-1965	72/198570	27-Jul-1964
MAGNECOTE	CA	Pending			1202083	22-Dec-2003
MAGNECOTE	US	Registered	2914380	28-Dec-2004	76/567756	31-Dec-2003
MAGNECOTE AND DESIGN	CA	Pending			1202082	22-Dec-2003
MAGNECOTE AND DESIGN	US	Registered	2910246	14-Dec-2004	76/571445	22-Jan-2004
MOISTRITE	CA	Registered	392352	27-Dec-1991	667209	26-Sep-1990
MOISTRITE	US	Registered	617482	13-Dec-1955	71/665836	06-May-1954
MOISTRITE	US	Registered	822380	17-Jan-1967	72/225658	13-Aug-1965
MYSTIC	US	Registered	1450757	04-Aug-1987	73/638983	09-Jan-1987
OPTICA	CA	Registered	TMA550685	12-Sep-2001	887732	19-Aug-1998
OPTICA	CTM	Registered	000912568	15-Dec-1999	912568	18-Aug-1998
OPTICA	MX	Pending			482245	25-Apr-2001
OPTICA	US	Registered	2409213	28-Nov-2000	75/534240	11-Aug-1998
ORIGA	US	Registered	1041754	22-Jun-1976	73/059910	07-Aug-1975
PRINTLOC	AU	Registered	874033	30-Apr-2001	874033	30-Apr-2001
PRINTLOC	US	Registered	2462535	19-Jun-2001	75/722053	04-Jun-1999
PRINTLOC	US	Registered	2558617	09-Apr-2002	76/246486	24-Apr-2001
REVOLUTION	US	Pending			78/745406	2-Nov-2005
SECURITY GATE WATERMARK DESIGN	US	Registered	2533130	22-Jan-2002	76/005422	20-Mar-2000
SEQUEL	CA	Registered	411263	16-Apr-1993	701124	18-Mar-1992
SEQUEL	MX	Registered	419654	10-Aug-1992	137981	20-Apr-1992
SEQUEL	US	Registered	1692968	09-Jun-1992	124253	17-Dec-1990
SNAP-SET	MX	Abandoned	518310	29-Feb-1996	222861	27-Jan-1995
SNAP-SET	US	Registered	1978888	04-Jun-1996	74/563689	22-Aug-1994
TRANS/COPY	BX	Registered	0370521	14-Nov-1990	44612	14-Nov-1980
TRANS/COPY	CA	Registered	270198	11-Jun-1982	462382	01-Dec-1980
TRANS/COPY	DE	Registered	1022592	09-Sep-1981	M49216/16 WZ	09-Jan-1981
TRANS/COPY	FR	Registered	1631369	09-Nov-1990	248685	09-Nov-1990
TRANS/COPY	IT	Registered	411960	10-Mar-1986	35452C/80	14-Nov-1980
TRANS/COPY	MX	Registered	500321	09-Aug-1995	222860	27-Jan-1995
TRANS/RITE	AT	Registered	96423	18-Mar-1981	AM3252/80	03-Dec-1980
TRANS/RITE	BX	Registered	0369882	25-Jun-1981	44611	14-Nov-1980
TRANS/RITE	CA	Registered	262803	02-Oct-1981	462383	01-Dec-1980
TRANS/RITE	DE	Registered	1024687	27-Oct-1981	M49218/16 WZ	09-Jan-1981
TRANS/RITE	DK	Registered	VR198300193	21-Jan-1983	5357/80	03-Dec-1980

NYDOCS05/17224.5

TRANS/RITE	FI	Registered	85405	05-May-1983	6373/80	25-Nov-1980
TRANS/RITE	FR	Registered	1631367	09-Nov-1990	248682	09-Nov-1990
TRANS/RITE	GB	Registered	B988711	19-Mar-1972	988711	10-Mar-1972
TRANS/RITE	IE	Registered	105128	18-Nov-1980	3353/80	18-Nov-1980
TRANS/RITE	MX	Registered	314602	18-Jun-1986	253694	28-Aug-1985
TRANS/RITE	SE	Registered	180918	08-Apr-1982	80-6020	17-Nov-1980
TRANS/RITE	SG	Registered	B5145/80	11-Sep-1989	5145/80	28-Nov-1980
TRANS/RITE	US	Registered	1908457	01-Aug-1995	74/561888	17-Aug-1994
TRANS/TAB	BX	Registered	0370522	14-Nov-1990	44614	14-Nov-1980
TRANS/TAB	CA	Registered	262625	25-Sep-1981	462380	01-Dec-1980
TRANS/TAB	CH	Registered	310619	12-Oct-1981	6046	26-Nov-1980
TRANS/TAB	DK	Registered	02489/81	11-Sep-1981	5354/80	03-Dec-1980
TRANS/TAB	FI	Registered	86543	22-Aug-1983	6376/80	25-Nov-1980
TRANS/TAB	FR	Registered	1626607	09-Nov-1990	248683	09-Nov-1990
TRANS/TAB	GB	Registered	1143894	13-Nov-1980	1143894	13-Nov-1980
TRANS/TAB	IE	Registered	105129	18-Nov-1980	3354/80	18-Nov-1980
TRANS/TAB	MX	Registered	500320	09-Aug-1995	222859	27-Jan-1995
TRANS/TAB	SG	Registered	B5147/80	11-Sep-1989	B5147/80	28-Nov-1980
TRANS/TAB	US	Registered	1077855	22-Nov-1977	116905	24-Feb-1977
TRANSCOPY	US	Registered	1748454	26-Jan-1993	74/277810	22-May-1992
ULTRASORB	US	Registered	2671919	07-Jan-2003	76/378067	06-Mar-2002
XCELERATOR	MX	Pending			762500	26-Jan-2006
XCELERATOR	US	Pending			78/800232	26-Jan-2006
XCELERATOR	CA	Pending			128726200	24-Jan-2006
XO-2	CA	Registered	392351	27-Dec-1991	667208	26-Sep-1990

5. Domain Names

changinginc.com
 changinginc.net
 changingink.com
 changingink.net
 changingprint.com
 changingprint.net
 comppapers.com
 coverready.biz
 snap-set.com
 mystic.info
 origa.info

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