

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Georgia-Pacific Corporation	12/31/2006
RECEIVING PARTY DATA	
Name:	Georgia-Pacific Wood Products LLC
Street Address:	133 Peachtree Street, N.E.
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30303
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	5129296
Patent Number:	5926968
Patent Number:	5914153
Patent Number:	6085813
Patent Number:	6190727
CORRESPONDENCE DATA	
Fax Number:	(404)584-1461
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	404-652-5988
Email:	ilsmith@gpac.com
Correspondent Name:	Inga L. Smith
Address Line 1:	133 Peachtree Street, N.E.
Address Line 2:	Law Department (43)
Address Line 4:	Atlanta, GEORGIA 30303
ATTORNEY DOCKET NUMBER:	GPC TO GPWP

CH \$200.00 5129296

NAME OF SUBMITTER:

Inga L. Smith

Total Attachments: 12

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Contribution and Assignment and Assumption Agreement

This CONTRIBUTION AND ASSIGNMENT AND ASSUMPTION AGREEMENT is entered into by and between Georgia-Pacific Corporation, a Delaware corporation ("Assignor"), and Georgia-Pacific Wood Products LLC, a Delaware limited liability company ("Assignee"), as of the date and time (the "Effective Time") set forth on Exhibit A and all Schedules thereto, attached hereto (collectively "Exhibit A"), the terms and provisions of which are fully incorporated into this Agreement.

As of the Effective Time, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions.

(A)

(B)

(C)

(D)

(E)

(F)

(G)

(H)

(I)

(J)

(K)

(L)

(M)

(N)

(O)

(P)

(Q)

2. Assignment of Assets. Subject to the provisions of Section 5 of this Agreement:

- (A) Assignor hereby irrevocably contributes, assigns, and transfers to Assignee all of Assignor's right, title, and interest in and to the Assets; and
- (B) Assignee hereby accepts all right, title, and interest of Assignor in and to the Assets.

3.

4.

5. Beneficial Rights. To the extent any provision of law or contract prohibits a transfer of any Asset by Assignor to Assignee as of the Effective Time, any assignment of such Asset by this Agreement shall be ineffective until such provision of law or contract is satisfied. Notwithstanding anything to the contrary in this Agreement, as of the Effective Time and in all events, any and all benefits and obligations relating to the Assets shall be for the sole account and risk of Assignee as of the Effective Time, and Assignee shall have the right to direct the use and disposition thereof whether or not the actual transfer to the Assignee of the applicable Asset is effective.

6.

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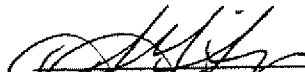
IN WITNESS WHEREOF, the Parties have caused this Contribution and Assignment and Assumption Agreement to be duly executed as of the Effective Time.

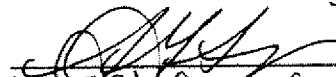
Assignor

Assignee

GEORGIA-PACIFIC CORPORATION

GEORGIA-PACIFIC WOOD PRODUCTS
LLC


Name: Stefanie G. Simpson
Title: Assistant Secretary


Name: Stefanie G. Simpson
Title: Assistant Secretary

[Signature Page to Contribution and Assignment and Assumption Agreement]

**Exhibit A to Contribution and Assignment and Assumption Agreement
by and between Georgia-Pacific Corporation (“Assignor”) and
Georgia-Pacific Wood Products LLC (“Assignee”)
dated to be effective December 31, 2006 at 7:00pm EST**

Description of Assets

1.

2.

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5. Intellectual Property. All right, title and interest of Assignor, as owner, grantee, licensee, or otherwise, in and to any and all intellectual property rights and other intellectual property whether protected, created or arising under the laws of the

United States or any other jurisdiction, including, but not limited to, the following: (A) all worldwide patents and patent applications, including continuations, continuations-in-part, divisions, extensions, substitutions, reexaminations, reissues or renewals thereof, and any worldwide patent applications and patents which claim priority from any of the foregoing or on which the foregoing claim priority, and all similar rights (collectively, "Patents"), including, but not limited to, those Patents listed on Schedule 6(i) to this Exhibit A, if any; (B) all trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, and internet domain names and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof (collectively, "Marks"), including, but not limited to, those Marks listed on Schedule 6(ii) to this Exhibit A, if any; (C) all copyrights and copyright registrations and applications therefor, works of authorship and mask work, including, but not limited to, "moral rights", and the right to secure copyright registration therein and to any resulting copyright registration, and the right to secure renewals and extensions of any such copyright or copyright registration in the United States or any foreign country (collectively, "Copyrights"), including, without limitation, those Copyrights listed on Schedule 6(iii) to this Exhibit A, if any; (D) all discoveries, design rights, concepts, ideas, research and development, know-how, formulae, inventions, compositions, manufacturing and production processes and techniques, technical data, procedures, designs, drawings, specifications, databases, and other proprietary, trade secrets or confidential information, including customer lists, supplier lists, pricing and cost information, and business and marketing plans and proposals of Assignor, whether past, present, or prospective in nature; (E) all computer software owned by Assignor, including operating systems and applications and Assignor's right, title and interest in and to any software possessed as a licensee under any software license to which Assignor is a party and which is in effect at the Effective Time; (F) all designs, formulae, algorithms, procedures, methods, techniques, ideas, know-how, research and development, technical data, programs, subroutines, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, creations, improvements, and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings, and other tangible embodiments of the foregoing, in any form whether or not specifically listed herein, and all related technology, that are used in, incorporated in, embodied in, displayed by or relate to, or are used by Assignor; and (G) any grant by another person to Assignor for Assignor to make, have made, use, sell, offer for sale, import, reproduce, distribute, publicly perform, and otherwise utilize or commercialize any intellectual property rights owned by such person and in effect at the Effective Time;

6.

7.

8. Claims. All rights, claims or causes of action of Assignor against any person which arose at any time prior to and up to the Effective Time;

9.

10.

11. Goodwill. All of Assignor's interest in all other intangible assets not otherwise described herein, including, but not limited to, goodwill, going concern value, market share and composition, intangible assets resulting from supply contracts or the future provision of goods and/or services to the Assignor by another person pursuant to that person's relationship with the Assignor, and intangible assets resulting from the future provision of goods and/or services provided to customers on the basis of the customer's relationship with the Assignor;

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16.

Schedule 6(i) to Exhibit A to Contribution and Assignment and Assumption Agreement by and between Georgia-Pacific Corporation ("Assignor") to Georgia-Pacific Wood Products LLC ("Assignee") dated to be effective as of December 31, 2006 at 7:00pm EST

Docket No.	Suffix	Country	Status	App. No.	App. Date	Patent No.	Grant Date	Full Title
5344	A	USA	GRANTED	709662	06/07/1991	5,129,296	07/14/1992	NON-DESTRUCTIVE COMPOSITE MATERIAL SAW BLADE AND METHOD OF USING SAME
7380	A	USA	GRANTED	09/06/1192	04/17/1998	5,926,968	07/27/1999	WOOD DRYING SYSTEM (KILN CONDENSATE THERMO-EVAPORATION) (APPARATUS CLAIMS)
7439		USA	GRANTED	08/9/14122	08/19/1997	5,914,153	06/22/1999	LIQUID COATING APPARATUS AND SYSTEM FOR CLEANING ROTARY COATING APPLICATOR THEREOF WITHOUT INTERRUPTION OF COATING PROCESS (SPINNING DISK CLEANING SYSTEM) (DUDLEY & SKIPPERS OSB)
7642		CANADA	GRANTED	2287804	10/29/1999	2,287,804	09/17/2002	METHOD FOR MAKING PLYWOOD (PLYWOOD SPREADER GLUELINE-METHOD CLAIMS)
7642		USA	GRANTED	09/182,223	10/30/1998	6,085,813	07/11/2000	METHOD FOR MAKING PLYWOOD (PLYWOOD SPREADER GLUELINE-METHOD CLAIMS)
7703		USA	GRANTED	09/182632	10/30/1998	6,190,727	02/20/2001	LIQUID COATING SPRAY APPLICATOR AND METHOD PROVIDING AUTOMATIC SPREAD RATE CONTROL (GLUE SPREAD CONTROLLER-PETERMAN, AL) (GL. #342-010-9290-7870 Frontis Clark)
20007		USA	DOCKETED					METHOD FOR VENTILATION STREAM CLEANING USING LOW TEMPERATURE PLASMA AND BIO-FILTRATION (DREXEL UNIVERSITY)
20244	*	USA	FILED	60/868803	12/06/2006			I-BEAM JOIST HAVING OPENINGS FORMED THEREIN FOR MECHANICAL ACCESS
20257		USA	DOCKETED					DUNNAGE BAG INFLATOR