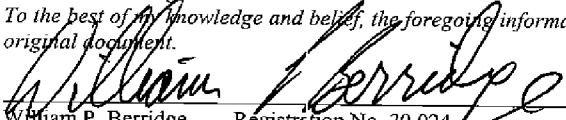


Mail Stop: Assignment Recordation Services Director of the U.S. Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450	RECORDATION FORM COVER SHEET PATENTS ONLY	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
Attorney Docket No. 103914		
Please record the attached document. Total number of pages including cover sheet, attachments, and document: <u>13</u>		
1. A. Name of conveying party(ies): ACORDIS KELHEIM GMBH B. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. A. Name and address of receiving party(ies): SAPPI MANUFACTURING (PTY) LTD. UMKOMAAS DRIFT 4170 UMKOMAAS SOUTH AFRICA B. Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. A. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Novated Assignment</u> B. Execution Date: <u>July 21, 2008</u>		
4. A. Patent Application No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No B. Patent No.(s) <u>6,392,033</u>		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>William P. Berridge</u> Address: OLIFF & BERRIDGE, PLC P.O. Box 320850 Alexandria, VA 22320-4850 Phone Number: 703-836-6400 Fax Number: 703-836-2787	6. Total number of applications and patents involved: <u>1</u> 7. Please charge Deposit Account No. 15-0461 the total fee (37 CFR 3.41) in the amount of \$ <u>40.00</u> . 8. Credit any overpayment or charge any underpayment to deposit account number 15-0461.	
9. Statement and signature. <i>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.</i>  William P. Berridge Registration No. 30,024 <div style="text-align: right;">Date: <u>December 23, 2008</u></div>		

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NOVATION AGREEMENT

Between

KELHEIM FIBRES GMBH


And

SAPPI SAICCOR (PTY) LIMITED

And

SAPPI MANUFACTURING (PTY) LIMITED

CERTIFIED A TRUE COPY
OF THE ORIGINAL DOCUMENT

page 1-10

ALESSIA DEL BIANCO
BUILDING No 13
HIGHGROVE OFFICE PARK, OAK AVENUE
CENTURION
COMMISSIONER OF OATHS
PRACTISING ATTORNEY R.S.A.



PATENT

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1. PARTIES

- 1.1. Kelheim Fibres GmbH (hereinafter "Kelheim Fibres"), a company registered and incorporated according to the laws of Germany, and which prior to change of name subsequent to a sale of its capital shares acted as Acordis Kelheim GmbH, of Regensburger Str. 109, 93309, Kelheim, Germany;
- 1.2. Sappi Saiccor (Pty) Limited (hereinafter "Sappi Saiccor"), a company incorporated according to the laws of the Republic of South Africa, of Umkomaas Drift, 4170 Umkomaas, Republic of South Africa; and
- 1.3. Sappi Manufacturing (Pty) Limited (hereinafter "Sappi Manufacturing"), a company incorporated according to the laws of the Republic of South Africa, of Umkomaas Drift, 4170 Umkomaas, Republic of South Africa; (hereinafter collectively the "Parties").

2. PREAMBLE

- 2.1. Kelheim Fibres and Sappi Saiccor concluded an agreement (the "Assignment and Disclosure Agreement", annexed hereto as Annexure 1) on 10 October 2005, in terms of which the Intellectual Property (as defined therein) was assigned and/or disclosed to Sappi Saiccor;
- 2.2. Sappi Saiccor is a subsidiary of Sappi Limited.
- 2.3. Sappi Manufacturing is also a subsidiary of Sappi Limited and is in the business of manufacturing, selling and distributing dissolving wood pulp and related products. Sappi Manufacturing has been managed and conducted by and in the name of Sappi Saiccor under the terms of an agency agreement, since 1 July 1998.
- 2.4. Sappi Saiccor and Sappi Manufacturing wish to novate the Assignment and Disclosure Agreement (annexed hereto), to reflect Sappi Manufacturing as the assignee and/or licensee of the Intellectual Property assigned and/or disclosed therein and Kelheim Fibres is prepared to comply with Sappi Saiccor's and Sappi Manufacturing's wish subject to the condition that



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Kelheim Fibres' legal position, as resulting from the Assignment and Disclosure Agreement, is not adversely affected by the conclusion of this Novation Agreement.

3. DEFINITIONS AND INTERPRETATION

- 3.1. Subject to paragraph 3.2 below, the terms used in this Novation Agreement that are defined under clause 1 of the Assignment and Disclosure Agreement, shall have the definitions ascribed to them in clause 1 of the Assignment and Disclosure Agreement.
- 3.2. The following terms as used in this Novation Agreement, shall have the following definitions, notwithstanding any conflicting definition that may be ascribed to them in clause 1 of the Assignment and Disclosure Agreement :
- 3.2.1. "Sappi Saiccor" shall mean Sappi Saiccor (Pty) Limited, having company registration no. 1989/001135/07, a company registered and incorporated according to the laws of the Republic of South Africa;
- 3.2.2. "Sappi Manufacturing" shall mean Sappi Manufacturing (Pty) Limited, having company registration no. 1951/003180/07, registered and incorporated according to the laws of the Republic of South Africa;
- 3.2.3. "Novation Agreement" shall mean this agreement including all annexures hereto;
- 3.2.4. "Signature Date" shall mean the date on which the last of the signatories signs this Novation Agreement.
- 3.2.5. "Parties" shall mean any two or more of Kelheim Fibres, Sappi Manufacturing and Sappi Saiccor, and "Party" shall mean any one of Kelheim Fibres, Sappi Manufacturing and Sappi Saiccor, as indicated by the context;

- 3.3. Words in the singular number include the plural and vice versa.
- 3.4. Words importing any one gender include each of the two genders.
- 3.5. A reference to a natural person includes a legal persona.
- 3.6. The headings of the clauses are intended for convenience only and shall not affect the interpretation of this agreement.

4. **CONDITION PRECEDENT**

- 4.1. The coming into force of this Novation Agreement (other than this clause 4 by which the Parties shall nevertheless be bound) is conditional upon Sappi Manufacturing obtaining of the necessary exchange control approval from the South African Reserve Bank, for the transaction contemplated in the Assignment and Disclosure Agreement, as novated by this Novation Agreement, before the expiry of 2 (two) months from the Signature Date.
- 4.2. The condition precedent in clause 4.1 is stipulated for the benefit of all of the Parties which, by written agreement concluded between them by no later than the day immediately preceding the last day on which the condition precedent may be fulfilled, shall be entitled to extend the date for fulfilment thereof to a later date.
- 4.3. If the condition precedent is not fulfilled within the period referred to in 4.1 above (or such later date as may be agreed between the Parties) this Novation Agreement shall be of no force or effect, except for this clause 4.
- 4.4. Should this Novation Agreement become of no force or effect by reason of the provisions of paragraph 4.3, then:
 - 4.4.1. the Parties shall be restored to the position as resulting from the Assignment and Disclosure Agreement; and
 - 4.4.2. no Party shall have any claim against the others arising out of or in connection with this Novation Agreement except for Sappi



Saiccor's and Sappi Manufacturing's obligation pursuant to clause 10 below.

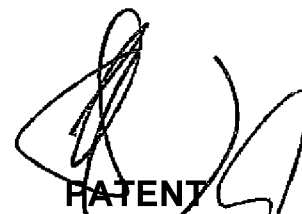
5. NOVATION OF ASSIGNMENT AND DISCLOSURE PROVISIONS

- 5.1. The Parties agree that each and every reference to "Sappi", wherever such references appear in the Assignment and Disclosure Agreement and subsequently executed confirmatory deeds of assignment, shall be substituted by "Sappi Manufacturing" as defined herein. For the avoidance of doubt, this specifically includes but is not limited to the following paragraphs or clauses of the Assignment and Disclosure Agreement:
- 5.1.1. the entire clause 5;
 - 5.1.2. paragraphs 6.2 and 6. 3; and
 - 5.1.3. the entire clause 10.
- 5.2. The Parties agree that each and every reference to "Parties", wherever such references appear in the Assignment and Disclosure Agreement and subsequently executed confirmatory deeds of assignment, shall mean any two or more of Kelheim Fibres, Sappi Manufacturing and Sappi Saiccor, as indicated by the context, notwithstanding the contrary definition set out in paragraph 1.1.5 of the Assignment and Disclosure Agreement.
- 5.3. The Parties agree that each and every reference to "Party", wherever such references appear in the Assignment and Disclosure Agreement and subsequently executed confirmatory deeds of assignment shall mean one of Kelheim Fibres, Sappi Manufacturing and Sappi Saiccor, as indicated by the context, notwithstanding the contrary definition set out in paragraph 1.1.5 of the Assignment and Disclosure Agreement.
- 5.4. For the avoidance of doubt, the Parties agree that clause 3 of the Assignment and Disclosure Agreement, be substituted in its entirety by the following new clause 3:



3. ASSIGNMENT OF THE INTELLECTUAL PROPERTY

- 3.1 *Kelheim Fibres hereby undertakes at the Commencement Date to assign and transfer to Sappi Manufacturing, which accepts:*
- 3.1.1 *all rights, title and interest in and to the Intellectual Property; for the avoidance of doubt, to the extent Kelheim Fibres is not the proprietor of any copyright in relation to the Intellectual Property but has a transferable right to use such copyright Kelheim Fibres hereby assigns and transfers its right to use to the respective extent to Sappi Manufacturing; for the further avoidance of doubt, to the extent Kelheim Fibres is the proprietor of copyright in relation to the Intellectual Property Kelheim Fibres hereby grants a worldwide, exclusive royalty-free licence in respect of these copyrights to Sappi Manufacturing. In this clause, the "right to use" should be interpreted to include (without limitation) the right to make reproductions and adaptations of any copyrighted works; and*
- 3.1.2 *All accrued rights to claim relief, including damages, from third Parties in respect of any infringement or any aspect of the Intellectual Property which may have occurred before this assignment.*
- 3.2 *Kelheim Fibres hereby undertakes to sign all documents and do all things that may be required to record and perfect the transfer of the Intellectual Property, the transfer of the rights to use the Intellectual Property in case of third party's copyrights or the grant of licences in respect of any copyright owned by Kelheim Fibres into the name of Sappi Manufacturing at the cost of Sappi Manufacturing.*
- 3.3 *The costs of preparing and recording the transfers and licences in terms of this clause 3 shall be borne by Sappi Manufacturing."*



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6. WAIVER

- 6.1. No waiver of any of the terms or conditions of this Novation Agreement will be binding for any purpose unless expressed in writing and signed by the Party giving the same and any such waiver will be effective only in the specific instance and for the purpose given.
- 6.2. No failure or delay on the part of any of the Parties in exercising any right, power or privilege will operate as a waiver, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

7. CHOSEN ADDRESS

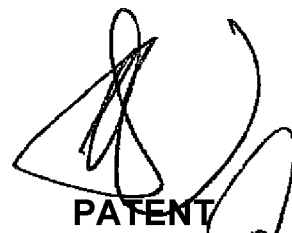
Each Party chooses as its address for citation, service of legal processes, execution or any other purpose connected with this Novation Agreement, its address set out herein which it shall be entitled to vary on notice.

8. SEVERABILITY

In the event that any of the provisions of the Novation Agreement are found to be invalid, unlawful or unenforceable, such terms shall be severable from the remaining terms, which shall continue to be valid and enforceable.

9. GENERAL

- 9.1. No agreement purporting to vary the terms and conditions hereof shall be of any force and effect unless reduced to writing and signed by the parties hereto.
- 9.2. This document contains the entire agreement between the Parties relating to the subject matter hereof and no Party shall be bound by any undertakings, representations, warranties, promises or the like, not recorded herein.

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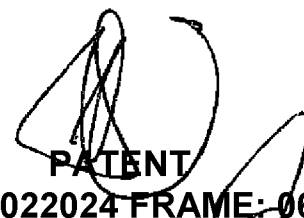
- 9.3. This Novation Agreement, the implementation hereof and any matters arising therefrom shall be governed and dealt with in accordance with clause 13 of the Assignment and Disclosure Agreement.

10. COSTS

- 10.1. Sappi Saiccor and Sappi Manufacturing shall bear all costs resulting from or relating to, directly or indirectly, the conclusion or execution of this Novation Agreement, including, but not limited to:
- 10.1.1. all legal costs incurred by Sappi Manufacturing and Sappi Saiccor in preparing, concluding and executing this Novation Agreement;
 - 10.1.2. all costs incurred in recording the assignment of intellectual property to Sappi Manufacturing, at the Patent Offices of all relevant countries;
 - 10.1.3. all costs incurred in obtaining Exchange Control approval from the South African Reserve Bank, as contemplated in clause 4; and
 - 10.1.4. all costs incurred by Kelheim Fibres in reviewing, concluding and executing this Novation Agreement (including the costs incurred by Kelheim Fibres in obtaining legal advice) up to a maximum amount of Euro 2.000,00.
- 10.2. Sappi Saiccor or Sappi Manufacturing will effect a lump sum payment to the attorneys providing legal advice to Kelheim Fibres as set out in clause 10.1.4, within 20 business days of receipt of an invoice from the aforesaid attorneys without deduction of bank fees or other costs and fees.

11. PURPOSE AND SCOPE

The Parties expressly agree that the sole purpose for the conclusion and execution of this Novation Agreement is to reflect Sappi Manufacturing as the assignee and/or licensee of the Intellectual Property assigned and/or disclosed in the Assignment and


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Disclosure Agreement. The scope of this Novation Agreement is therefore strictly limited to the substitution of Sappi Saiccor as former assignee and/or licensee by Sappi Manufacturing as assignee and/or licensee as from the Signature Date and the modification of all rights and obligations relating thereto. All other terms and provisions of the Assignment and Disclosure Agreement shall remain of full force and effect with the same tenor ascribed thereto had the Novation Agreement not been concluded, in particular, no new rights or obligations are constituted, no satisfied obligations are reinstated and no limitation periods or other time limits are suspended, interrupted or restarted by the conclusion or the execution of this Novation Agreement.

Dated at KELHEIM this 09 day of JUNE 2008.



 i.v. 
 For Kelheim Fibres GmbH

Duly authorized

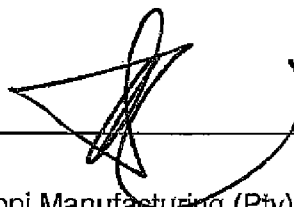
Dated at UNCOMAAS this 21 day of JULY 2008.

For Sappi Saiccor (Pty) Limited

Duly authorized

Duly authorized

Dated at Wilmington this 21 day of July 2008.

A handwritten signature, possibly reading "S. Sappi", is written over a horizontal line.

For Sappi Manufacturing (Pty) Limited

Duly authorised

ASSIGNMENT

WHEREAS, ACORDIS KELHEIM GMBH, a company established under the laws of Germany whose address is Regensburger Strasse 109, D-93309 Kelheim, Germany, has changed its name to KELHEIM FIBRES GMBH, (hereinafter called "Assignor"), and is the owner of the following Letters Patent(s) and/or patent application(s) (hereinafter called "Patent Properties"), which ownership, to the extent recorded in the United States Patent and Trademark Office, is evidenced at the Reel and Frame(s) indicated below:

<u>Patent Number and Date of Filing or Issue</u>	<u>Named Inventors</u>	<u>Reel and Frame</u>
6,392,033	Tatjana POGGI Geza HIDASI	010335/0722

The undersigned has reviewed all the documents in the chain of title identified above; and to the best of the undersigned's knowledge and belief, title is in the Assignor. The undersigned is empowered to sign this Assignment on behalf of the Assignor.

WHEREAS, SAPPI SAICOR (PTY) LTD., a company established under the laws of South Africa, whose address is Umkomanzi Drift, 4170 Umkomaas, South Africa (hereinafter called "Assignee") is desirous of acquiring the entire right, title and interest for the United States, its territories, dependencies and possessions, in and to said Patent Properties (and/or patents that may be granted therefrom), including any and all provisional, non-provisional, divisional, continuation, ancestral (e.g., parent), international, design, confirmation, substitute and reissue application(s) or extensions of the same, as well as any and all applications claiming priority from such applications and any and all applications from which they claim priority.

Now, To All Whom It May Concern: Be it known that for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over, unto Assignee, its successors, assigns and legal representatives, the entire right, title and interest for the United States, its territories, dependencies and possessions, in and to said Patent Properties (and/or patents that may be granted therefrom), and any and all provisional, non-provisional, divisional, continuation, ancestral (e.g., parent), international, design, confirmation, substitute and reissue application(s) or extensions thereof, as well as any and all applications claiming priority from such applications and any and all applications from which they claim priority; the same to be held and enjoyed by Assignee, its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made, together

with all claims for damages by reason of past infringement of said Patent Properties with the right to sue for and collect the same for its own use and for the use of its successors, assigns and legal representatives.

Assignor agrees that this assignment is binding on Assignor and its successors, assigns and legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue any Letters Patent of the United States resulting from said Patent Properties and any confirmations, divisions, continuations, reexaminations, reissues or extensions thereof, to Assignee.

Assignor agrees to execute all papers necessary in connection with any interference which may be declared concerning said Patent Properties (and/or patents that may be granted therefrom), or any confirmation, division, continuation, reexamination or reissue thereof, and to cooperate with Assignee in every way possible in obtaining evidence and going forward with such interference.

Assignor covenants that it has full right to convey the interest herein assigned and that it has not executed and will not execute any agreement in conflict herewith.

Assignor agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

Assignor agrees to perform all affirmative acts which may be necessary to obtain, maintain or confirm by reissue or reexamination a grant of a valid United States patent to Assignee.

Assignor grants the firm of OLIFF & BERRIDGE, PLC of Alexandria, Virginia the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This Assignment is effective as of the 10th day of October, 2005.

Witness

Witness

CFO

Signature

Officer of Assignor

KOCH GREGAN
Typewritten Name of Officer

GESCH. FÜR. CEO
Title of Officer