

11-05-1998



100870561

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

85-6101

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Other

Citizenship/State of Incorporation/Organization

11/04/1998 DNGUYEN 00000239 090525 75262554

FOR OFFICE USE ONLY

01 FC:461 40.00 CH
02 FC:482 925.00 CH

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

TRADEMARK
REEL: 1815 FRAME: 0150

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)



Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75262554"/>	<input type="text" value="75262553"/>	<input type="text" value="75262555"/>
<input type="text" value="75285774"/>	<input type="text" value="75406663"/>	<input type="text" value="75392116"/>
<input type="text" value="75391896"/>	<input type="text" value="75392174"/>	<input type="text"/>

<input type="text" value="1843643"/>	<input type="text" value="2027724"/>	<input type="text" value="2111047"/>
<input type="text" value="2173076"/>	<input type="text" value="1842019"/>	<input type="text" value="1414947"/>
<input type="text" value="1772970"/>	<input type="text" value="1342524"/>	<input type="text" value="1491118"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes



No



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. Charges to deposit account are authorized, as indicated herein.

Christopher Nicastri

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership

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Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

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Trademark Application Number(s)

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Registration Number(s)

1844399	1301012	1301011
1919448	1232717	1317533
1433516	1857660	1427455
1625532	1337363	1622459
1567647	1845130	1840520
1870533	943063	1680816
1554218	1621160	

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS, dated as of July 31, 1998 ("Assignment") by The MEAD CORPORATION ("Assignor"), an Ohio corporation, located at Mead World Headquarters, Courthouse Plaza North East, Dayton, Ohio 45463 in favor of INTERNATIONAL PAPER COMPANY ("Assignee"), a New York corporation located at Two Manhattanville Road, Purchase, New York 10577.

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of June 17, 1998 (the "Purchase Agreement"), pursuant to which Assignor has agreed to transfer to Assignee, and Assignee has agreed to accept and assume from Assignor, substantially all of the assets, including all intellectual property rights, used exclusively in the business conducted by Assignor's Zellerbach Sales & Marketing Organization and Zellerbach Paper Company (collectively, the "Business"), including, without limitation: (i) all trademarks and service marks used exclusively in the Business (the "Trademarks"), including those United States registered trademarks and trademark applications set forth on Attachment I hereto; (ii) all copyrights used exclusively in the Business (the "Copyrights"), including those United States registered copyrights and copyright applications set forth on Attachment II hereto; and (iii) all inventions, patents, and patent applications used exclusively in the Business (the "Patents"), including those United States patents and patent applications set forth on Attachment III hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, set over and deliver to Assignee and its successors and assigns, all of the right, title, and interest of Assignor in and to the following, including all causes of actions, claims and demands or other rights for, or arising from, any infringement, including past infringement, all rights of priority under the International Conventions and any other international agreements to which the United States adheres, all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto, and all rights corresponding thereto throughout the world:

(1) the Trademarks including, but not limited to, those United States registered trademarks and trademark applications set forth on Attachment I hereto, together with the goodwill of the business connected with the use of and symbolized by the Trademarks, and all renewals thereof, and all intent-to-use applications for the

Trademarks, together with the portion of the business of Assignor to which such Trademarks apply.

(2) the Copyrights including, but not limited to, those United States registered copyrights and copyright applications set forth on Attachment II hereof, and all renewals, reversions and extensions thereof; and

(3) the Patents and inventions disclosed therein including, but not limited to, those United States patents and patent applications set forth on Attachment III hereto, and all continuations, divisions, reissues, and substitutes thereof, and certain records of invention set forth on Attachment III hereto.

Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS.

IN WITNESS WHEREOF, the undersigned has caused this ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS to be executed by the signature of its duly authorized officer as of the date above first written.

THE MEAD CORPORATION
("Assignor")

By: Sue K. McDonnell
Name: Sue K. McDonnell
Title: Vice President

Acknowledged and
Accepted:

INTERNATIONAL PAPER COMPANY
("Assignee")

By: James W. Querry
Name: JAMES W. QUERRY
Title: VP + Secretary

STATE OF New York)
) SS.
COUNTY OF New York)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Sue McDonnell, known to me to be the Vice President of THE MEAD CORPORATION appeared before me this day in person and acknowledged that he signed the above and foregoing instrument as his free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 31st day of July, 1998.

Andrea L. Delisi
Notary Public

ANDREA L. DELISI
Notary Public, State of New York
No. 010E5085908
Qualified in New York County
Commission Expires Sept. 29, 1999

My commission expires: September 29, 1999

ATTACHMENT I

REGISTERED TRADEMARKS

"ACTION 2"

Registration Number: 2027724

Registration Date: 12/31/96

"BASIX"

Registration Number: 1843643

Registration Date: 7/5/94

"CALIFORNIA APPLES" and Design

Registration Number: 2111047

Registration Date: 11/4/97

"FAST FORWARD"

Registration Number: 2173076

Registration Date: 7/14/98

"GRAPHPAK"

Registration Number: 1842019

Registration Date: 6/28/94

"MATRIX"

Registration Number: 1414947

Registration Date: 10/28/86

"MATRIX"

Registration Number: 1772970

Registration Date: 5/25/93

"MATRIX" and Design

Registration Number: 1342524

Registration Date: 6/18/85

"MATRIX" and Design

Registration Number: 1491118

Registration Date: 6/7/88

"MATRIX" and Design
Registration Number: 1844399
Registration Date: 7/12/94

"PRESSSTOCK"
Registration Number: 1301012
Registration Date: 10/16/84

"PRESSSTOCK" Design
Registration Number: 1301011
Registration Date: 10/16/84

"PRICEPAK"
Registration Number: 1919448
Registration Date: 9/19/95

"RELIABLE"
Registration Number: 1232717
Registration Date: 3/29/83

"RELIABLE"
Registration Number: 1317533
Registration Date: 2/5/85

"RELIABLE"
Registration Number: 1433516
Registration Date: 3/24/87

"RELIABLE"
Registration Number: 1857660
Registration Date: 10/11/94

"TELSTAR"
Registration Number: 1427455
Registration Date: 2/3/87

"Z"

Registration Number: 1625532

Registration Date: 12/4/90

"Z"

Registration Number: 1337363

Registration Date: 5/21/85

"Z"

Registration Number: 1622459

Registration Date: 11/13/90

"Z"

Registration Number: 1567647

Registration Date: 11/21/89

"Z-STEEL"

Registration Number: 1845130

Registration Date: 7/12/94

"Z-STEEL"

Registration Number: 1840520

Registration Date: 6/21/94

"Z-TUFF"

Registration Number: 1870533

Registration Date: 12/27/94

"ZELL"

Registration Number: 943063

Registration Date: 9/19/72

"ZELLERBACH"

Registration Number: 1680816

Registration Date: 3/24/92

"ZELLERBACH"

Registration Number: 1554218

Registration Date: 8/29/89

"ZELLERBACH"
Registration Number: 1621160
Registration Date: 11/6/90

PENDING APPLICATIONS TO REGISTER

"PAPERDANCE"
Serial No.: 75/262554
Date Filed: 03/24/97

"PAPERFROST"
Serial No.: 75/262553
Date Filed: 03/24/97

"PAPERPLANET"
Serial No.: 75/262555
Date Filed: 03/24/97

"PAPERSNOW"
Serial No.: 75/285774
Date Filed: 05/02/97

"RELIABLE"
Serial No.: 75/406663
Date Filed: 12/17/97

"Z-FLEX"
Serial No.: 75/392116
Date Filed: 11/18/97

"Z-FLEX"
Serial No.: 75/391896
Date Filed: 11/18/97

"Z-FLEX"
Serial No.: 75/392174
Date Filed: 11/18/97

ATTACHMENT III

PATENTS

Wire Harness Sock With Application Tube, Patent No. 5,016,859, issued 5/21/91.

Multi-Circuit Board Carton and Blank (5-pack Corrugated Box), Patent No. 5,529,187, issued 6/25/96.

PATENT APPLICATIONS

Automatic Bag Filling Process (Cherry Bag Protection), Patent Application Serial No. 09/055872, filed on 4/6/98.

Method For Packaging Articles and Cradle Insert, Patent Application Serial No. 08/880278, filed on 6/23/97.

Film Wrapping Machine Control System, Patent Application Serial No. 09/088285, filed on 6/2/98.