

CONRAD

11-22-1999



101169711

COVER SHEET ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings = = = ▾

To the Honorable Commissioner

the attached original documents or copy thereof.

1. Name of conveying party(ies):

RePap Wisconsin, Inc.

MRD 9-21-99

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Correction of TM Number on Reel 1250 Frame 120
- Merger
- Change of Name

Execution Date: November 8, 1994

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc., as agent

Internal Address: _____

Street Address: 500 W. Monroe

City: Chicago State: IL ZIP: 60661

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

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

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Delete Registration # 1,663,134

Replace with Registration # 1,633,134

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

09/22/1999 NTHA11 00000022 1663134

DO NOT USE THIS SPACE

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.

Laura Konrath
Name of Person Signing

[Handwritten Signature]
Signature

09/15/99

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK
REEL: 001961 FRAME: 0327

FORM PTD-1985
 Pgs. 2-23
 CUSTOMER 001-0011 (REV. 1989)
 Tab settings 1-0-0-0-0

RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
 Patent and Trademark Office

40-481
 575-482

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

1. Name of conveying party(ies):
 Repap Wisconsin, Inc.
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Haller Financial, Inc.
 Internal Address: _____
 Street Address: 500 W. Monroe
 City: Chicago State: IL ZIP: 60661
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: 40
 Assignment Merger
 Security Agreement Change of Name
 Other Second Amended and Restated Trademark Security Agreement
 Execution Date: November 8, 1994

4. Application number(s) or patent number(s):
 If this document is being filed together with a new application, the execution date of the application is:
 A. Patent Application No.(s) 1498606
1659221
 B. Patent No.(s) _____
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Laura Komrath
 Internal Address: Winston & Strawn
33rd Floor
 Street Address: 35 W. Wacker Drive
 City: Chicago State: IL ZIP: 60601

6. Total number of applications and patents involved: 24

7. Total fee (37 CFR 3.41) \$ 615⁰⁰
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: N/A
 (Attach duplicate copy of this page if paying by deposit account)

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.
891871260
 Laura Komrath
 Name of Person Signing
 Signature: [Signature]
 Date: 11/17/94
 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, Box Assignments, Washington, D.C. 20231

SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of November 8, 1994 and made by REPAP WISCONSIN, INC., a Delaware corporation ("Grantor"), in favor of HELLER FINANCIAL, INC. ("Grantee"), as Agent for Lenders (each capitalized term used herein without definition is used herein as defined in that certain Second Amended and Restated Security Agreement dated as of the date hereof between Grantor and Grantee, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

RECITALS

WHEREAS, Grantor, Grantee and Lenders are parties to the Prior Loan Agreement, pursuant to which Lenders have extended the Credit Facilities to Grantor, and, in turn, Grantor has granted to Grantee and Lenders a security interest in certain assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark Licenses, together with all products and proceeds thereof (collectively, the "Continuing Trademark Security"), all of which Credit Facilities and Continuing Trademark Security are outstanding on the date hereof; and

WHEREAS, in order to concisely reflect the covenants, terms and conditions intended to currently govern the Credit Facilities, Grantor, Grantee and Lenders have amended and restated the Prior Loan Agreement as set forth in the Credit Agreement; and

WHEREAS, as a condition precedent to the continuation of the Credit Facilities under the Credit Agreement and, in order to concisely reflect the covenants, terms and conditions intended to currently govern the Continuing Trademark Security, Grantor, Grantee and Lenders desire to amend and restate the provisions of the Prior Loan Agreement governing the Continuing Trademark Security as set forth herein and in the Security Agreement;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor and Grantee hereby agree as follows:

1. Representations and Warranties

Grantor owns the Trademarks, Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto.

REEL 1250 FRAME 122

TRADEMARK

2. Grant of Security Interest

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark application and Trademark registration, together with any reissuer, extensions or renewals thereof, including, without limitation, the Trademark, Trademark registrations and Trad. urk applications referred to in Schedule 1 annexed hereto;

(2) each Trademark License, including, without limitation, the Trademark Licenses referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 annexed hereto and the Trademarks licensed under the Trademark Licenses referred to in Schedule 1 annexed hereto.

REEL | 250 FRAME | 23

3. Incorporation of Security Agreement

The security interest granted herein is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Continuing Trademark Security

This Agreement constitutes an amendment and restatement of the provisions of the Prior Loan Agreement governing the Continuing Trademark Security and not a termination of the duties and obligations thereunder. Such provisions are, in all respects, continuing, as modified by the terms of this Agreement. Notwithstanding anything contained herein, this Agreement and the other Loan Documents are not intended to and do not serve to effect a novation, termination, or release and reestablishment of the

Witness the due execution hereof by the respective duly authorized officers of the undersigned as of the date first written above.

REPAP WISCONSIN, INC.

By: L.H. Janner

Title: Exec. Vice President

By: A. Demilio

Title: Assistant Treasurer

Acknowledged as of the date first written above:

WELLES FINANCIAL, INC.,
as Agent for Lenders

By: _____

Title: _____

TRADEMARK

REEL 250 FRAME 25

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ACKNOWLEDGEMENT

CITY OF OTTAWA)
PROVINCE OF ONTARIO) ss.

On this 8th day of November 1994 before me personally appeared Ronald H. Swank and Anthony J. Durbin, to me personally known or proved to me on the basis of satisfactory evidence to be the persons described in and who executed the foregoing instrument in their capacity as Executive Vice-President and Assistant Treasurer, respectively, of Repsp Wisconsin, Inc., a Wisconsin corporation, who being by me duly sworn, did depose and say that they are such officers of the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that they acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

(Seal)

My commission is unlimited As To Time
~~expires:~~

TRADEMARK

REEL 1250 FRAME 127

**SCHEDULE I
SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

REPAP WISCONSIN, INC.
TRADEMARK

SHIPPING CODES

- 1 - Currently shipping.
- 2 - To be shipped in near future.
- 3 - Not shipped in last two years

COMMENT CODES

- A - Mark not needed. Included in 12/87 Indenture.
- B - Mark not needed. Included in 4/86 Indenture but not in 12/87 Indenture. 6 year continuous use affidavit or 20 year renewal was not filed.
- C - Required mark. U.S. registration in place or pending.
- D - Required mark. U.S. application to be filed.
- E - Should be registered in Canada.
- F - License agreement to be entered with MPTI.
- G - To be added to license agreement with RMLP.
- H - License agreement to be entered with RSC.

TRADEMARK

REEL 1250 FRAME 128

FOREIGN AND CANADIAN CODES

SHIPPING CODES

- 1 - Currently shipping.
- 2 - To be shipped in near future.
- 3 - Rolland Inc. has TM.

COMMENTS CODES

- A - License agreement to be entered with MPPI.
- B - To be added to license agreement with RMLP.
- C - License agreement to be entered with RSC.

TRADEMARK

REEL 1250 FRAME 130

Reppap Wisconsin, Inc.
Foreign Trademark Registrations To Be Applied For
03/24/93

Mark	US Registration		496	1987	JMW	P.M.L.	Application Date	Desired Marks		Number	Date	Foreign Registration	To Be Filed	Period To Be Filed Between	Codes	
	Number	Date						Shipping	Comment							
Australia																
Boonweeb	1060027	10/16/75	X	X	X	X	11/11/80			833328	1/1	X		1/1-1/1	2	A O
Milnes W.O.	1125400	2/11/80	X	X	X	X	1/1/80			132528	1/1	X		1/1-1/1	2	A O
Madweeb	1228015	2/25/80	X	X	X	X	1/1/80			833328	1/1	X		1/1-1/1	2	A O
Polweeb	432005	6/21/80	X	X	X	X	1/1/80			A022300	8/19/91	X		8/19/91-1/1/92	2	A O
New Zealand																
Boonweeb	1060027	10/16/75	X	X	X	X	1/1/14/90			107835	1/1	X		1/1-1/1	1	A O
Milnes W.O.	1125400	2/11/80	X	X	X	X	1/1/14/90			107831	1/1	X		1/1-1/1	2	A O
Madweeb	1228015	2/25/80	X	X	X	X	1/1/14/90			107833	1/1	X		1/1-1/1	2	A O
Polweeb	432005	6/21/80	X	X	X	X	1/1/14/90			107831	8/22/92	X		1/1-1/1	2	A O

Australia must be entered 7 years from filing date

TRADEMARK

REEL 1250, FRAME 131

Repsip Wisconsin Inc.
Canadian Trademark Registration Currently In Use
0024983

Mark	US Registration		Date	486	1287	FIMV	FMAP	Desired Marks		To Be Filed	15 Year Renewal To Be Filed Between	Codes	
	Number	Date						Number	Date			Shipping	Comment
Excellence	1080087	08/12/98	X	X	X	X	X	370983	07/20/99	X	09/20/05-07/20/05	1	A D
Excellence Web	5617261	08/12/98	X	X	X	X	X	370983	07/20/99	X	09/20/05-07/20/05	1	A D
Excellence Plus								370983	07/20/99		09/20/05-07/20/05	2	B C
Libraries	722078	10/14/98	X	X	X	X	X	370983	07/20/99		09/20/05-07/20/05	3	B C
Libraries Plus								370983	07/20/99		09/20/05-07/20/05	3	B C
Master W.O.	529400	02/21/99			X	X	X	370983	07/15/99		09/20/05-07/15/99	1	A C
Master	1536619	02/25/99			X	X	X	370983	07/15/99		09/20/05-07/15/99	1	A C
Proofer	1536687	02/21/99			X	X	X	370983	07/15/99		09/20/05-07/15/99	1	A C
Proofer Plus	1536699	02/21/99			X	X	X	370983	07/15/99		09/20/05-07/15/99	1	A C
Proofer	428068	08/01/98	X	X	X	X	X	370983	07/20/99		09/20/05-07/20/05	1	A C

* A letter has been received by Repsip allowing Repsip to use the same Excellence in Canada. Jerry Oppenheims has sent a letter to Terry Michalski suggesting we obtain a formal agreement from Repsip versus just relying on the letter.

NOV 21 94
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OFFICE

TRADEMARK
REEL 1250 FRAME 132

WINSTON & STRAWN

200 PARK AVENUE
NEW YORK, NY 10166-4193

35 WEST WACKER DRIVE
CHICAGO, ILLINOIS 60601-9703

21 AVENUE VICTOR HUGO
75116 PARIS, FRANCE

1400 L STREET, N.W.
WASHINGTON, D.C. 20005-3502

(312) 558-5600

43 RUE DU RHONE
1204 GENEVA, SWITZERLAND

FACSIMILE (312) 558-5700

(312) 558-6352

September 15, 1999

CERTIFIED MAIL/R.R.R.

Commissioner of Patent and Trademarks
U.S. Patent and Trademark Office
Washington, D.C. 20231
Attn: Trademark Assignment Department

Re: Heller Financial, Inc./Repap Wisconsin, Inc.

Dear Commissioner:

Enclosed is a corrected cover sheet for Reel 1250 Frame 120 together with a check in the amount of \$40.00 payable to the Commissioner of Patents and Trademarks for the assignment recordation fees.

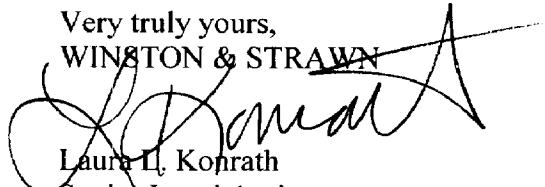
Please file the enclosed with the Trademark Assignment Department of the U.S. Patent and Trademark Office. When the filing process is completed, please send the file-stamped document to the following address:

Laura L. Konrath
WINSTON & STRAWN
35 W. Wacker Drive
Chicago, IL 60601

Should you require any additional information, please do not hesitate to call.

Thank you for your attention to this matter.

Very truly yours,
WINSTON & STRAWN



Laura L. Konrath
Senior Legal Assistant

LLK:kaj
Enclosures

RECORDED: 09/21/1999

TRADEMARK
REEL: 001961 FRAME: 0339