

412101

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

04-19-2001



U.S. Department of Commerce
Patent and Trademark Offices
TRADEMARK

RE

101680125

EET

TO: The Commissioner of Patents and Trademarks: Please record the attached original documents(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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
03152001

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)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail Documents to be recorded with required cover sheet(s) information to:

Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

04/19/2001 LABELER 00000103 76014554

01 FC:461
02 FC:462

40.00 DP
25.00 DP

TRADEMARK
REEL: 002275 FRAME: 0399

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

860-275-8200

Name

Amy Span Wergeles

Address (line 1)

Robinson & Cole LLP

Address (line 2)

280 Trumbull Street

Address (line 3)

Hartford, CT 06103

Address (line 4)

Pages

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

#

2

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)

76014554

75939147

Number of Properties

Enter the total number of properties involved.

#

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

65.00

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:

#

18-1685

Authorization to charge additional fees:

Yes



No

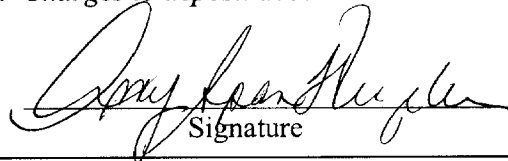


Statement and Signature

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.

Amy Span Wergeles

Name of Person Signing



Signature

April 2, 2001

Date Signed

**PATENT, TRADEMARK
AND
SERVICE MARK ASSIGNMENT**

THIS PATENT, TRADEMARK AND SERVICE MARK ASSIGNMENT (the "Assignment") is made and entered into this 15th day of March, 2001 (the "Effective Date") by and between **NEXTPAK.COM CORP.**, a Delaware corporation (the "Assignor") and **SMURFIT-STONE CONTAINER CORPORATION**, a Delaware corporation (the "Assignee").

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign to Assignee, all of Assignor's right, title and interest in and to all patents, trademarks and service marks registered in Assignor's name (the "Patents") together with all of Assignor's right, title and interest in and to all patent applications, trademark applications and service mark applications filed by Assignor (the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor does hereby sell, assign, transfer and set over to Assignee all of its right, title and interest in and to the Patents and Marks, including, but not limited to, U.S. Service Mark Application Nos. 76/014,554 and 75/939,147 (together with the goodwill of the business in connection with which the Marks are used), all for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages and payments due or payable as of the date hereof or thereafter, including, but not limited to, all claims for damages by reason of past, present or future infringement or other unauthorized use of the rights assigned hereunder, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors and assigns.

2. Assignor authorizes the Commissioner of Patents and Trademarks of the United States, or in the case of the several states in the United States or countries outside the United States, the analogous individual or agency responsible for patents, trademarks, service marks and tradenames to record, as applicable, Assignee as owner of the rights assigned hereunder, including any variations thereof, for the sole use and enjoyment of Assignee, its successors and assigns.

3. Assignor hereby represents and warrants that its right, title and interest in and to the rights assigned hereunder are free and clear of all liens and encumbrances, that it has full right to assign its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

4. Assignor shall provide to Assignee, its successors and assigns, cooperation and assistance at Assignee's request and expense: (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering, as applicable, any of the rights assigned hereunder; (b) in obtaining any additional patent or trademark protection, as applicable, for the rights assigned hereunder that Assignee reasonably may deem appropriate, and (c) in the implementation or perfection of this Assignment.

