

05-14-2001

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To: The Commissioner of Patents and Trademarks
Submission Type

New

Assignment License

Resubmission (Non-Recordation)
Document ID# []

Security Agreement Nunc Pro Tunc Assignment

Correction of PTO Error
Reel # [] Frame # []

Merger

Effective Date
Month Day Year

Corrective Document
Reel # [] Frame # []

Change of Name

Other []

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name [Champion International Corporation]

Execution Date
Month Day Year
02/08/2001

Formerly []

Individual General Partnership Limited Partnership Corporation Association

X Other []

Citizenship/State of Incorporation/Organization [New York]

Receiving Party

Mark if additional names of conveying parties attached

Name [Smart Papers, LLC]

DBA/AKA/TA []

Composed of []

Address (line 1) [601 North B Street]

Address (line 2) []

Address (line 3) [Hamilton] [Ohio] [45013]

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other [Limited Liability Company]

Citizenship/State of Incorporation/Organization [Delaware]

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 is attached. (Designation must be a separate document from Assignment)

FOR OFFICE USE ONLY

03/01/2001 JJALLAH2 00000008 74026383

01 FC:481 40.00 OP
02 FC:482 400.00 OP

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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: 002294 FRAME: 0650

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

212-661-9100

Name

Otterbourg, Steindler, Houston & Rosen, PC

Address (line 1)

Attn: Lon M. Singer, Esq.

Address (line 2)

230 Park Avenue

Address (line 3)

New York, NY 10169

Address (line 4)

Pages

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

#

16

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)

See Exhibit A Annexed Hereto

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

See Exhibit A Annexed Hereto

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

17

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

\$440.00

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:

#

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.

Todd Weil

5/11/01

Name of Person Signing

Signature

Date

EXHIBIT A
TRADEMARK ONLY

NAME OF PATENT	REGISTRATION/ APPLICATION DATE	APPLICATION NUMBER	REGISTRATION NUMBER
Benefit	09/10/91	74/026383	1656789
Carnival	08/14/62	72/138386	736040
Colorcast	12/13/55	71/662970	617479
Groove	01/15/91	73/800748	1631545
Knightcote	04/23/68	72/271296	847874
Kromekote	07/23/63		T1520
Kromekote	07/23/93		36420
Kromekote			25819
Kromekote	02/23/55		R350
Kromekote	05/11/48	71/527202	500202
Kromekote	06/25/40	71/423656	378900
Cordwain	12/14/93	74/303693	1810705
Kromekote 2000	11/29/88	73/705506	1514557
Lynnfield	05/07/85	73/504359	1334289
Mystique	12/19/89	73/801010	1571919
Pageantry	01/17/89	73/654928	1520808
Smart Paper		76/010801	

TRADEMARK ASSIGNMENT

WHEREAS, International Paper Corporation (hereinafter, "Assignor"), a corporation of the State of New York, having a principal business address at Two Manhattanville Road, Purchase, New York 10577-2196, U.S.A., is or may be the owner of trademarks, and the applications and registrations therefor, (if any) specifically set forth on the attached Schedule A (collectively the "Trademarks");

WHEREAS,, Champion International Corporation, then a wholly owned subsidiary of Assignor (hereinafter "Champion"), and Smart Papers LLC (hereinafter, "Assignee") have entered into an Asset Purchase Agreement, dated as of December 29, 2000 (the "Asset Purchase Agreement"), pursuant to which Assignee has agreed to acquire from Assignor the Assets in consideration for the Cash Purchase Price and the assumption of the Assumed Liabilities;

WHEREAS, as of January 1, 2001 Champion merged with and into Assignor with Assignor as the surviving entity; and

WHEREAS, Smart Papers, LLC (hereinafter, "Assignee"), a Delaware limited liability company, having a principal business address at 601 North B Street, Hamilton, Ohio 45013, desires to acquire the entire right, title and interest, worldwide, in and to said Trademarks.

NOW, THEREFORE, effective immediately by this document (the "Assignment") and for good and valuable consideration, the receipt and sufficiency

of which is hereby acknowledged, Assignor does hereby sell, assign transfer, and set over to Assignee, for its own use and enjoyment and for the use and enjoyment of its successors, assigns, and 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, Assignor's entire right, title and interest in the United States, all foreign countries and jurisdictions, and throughout the universe, in the Trademarks and any renewals thereof, together with the good will symbolized by and associated with the business conducted under said Trademarks, together with all income, royalties, damages, and payments now or hereafter due or payable in respect thereto, and in and to all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present, and/or future infringement, damages, or other unauthorized use of the rights assigned to Assignee under this Assignment.

Assignor authorizes and requests the U.S. Patent and Trademark Office, or any foreign equivalent thereto, to record Assignee as owner of the Trademarks as assignee of the entire title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor hereby agrees to execute (and/or to have promptly executed by its predecessors, if any) any and all papers, instruments and affidavits, and to perform such other proper acts, as may be reasonably necessary to secure to Assignee, or to its successors or assigns, the rights, title and interest hereby transferred;

provided, however, that the provision of the foregoing cooperation and assistance by Assignor shall be at the sole expense of Assignee.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

WHEREFORE, Assignor and Assignee have caused this Assignment to be duly executed below, on the dates indicated by their duly authorized officers.

INTERNATIONAL PAPER CORPORATION, successor by merger to Champion International Corporation ("Assignor")

SMART PAPERS LLC ("Assignee")

By: Barbara S. Smithers
Print Name: Barbara Smithers

Title: Vice President

Date: February 9, 2001

By: M. Z. M.
Print Name:

Title: Vice President

Date: February 9, 2001

STATE OF NEW YORK)
) SS.:
COUNTY OF WESTCHESTER)

On this 9 day of February, 2001, before me a Notary Public in and for the County of Westchester in the State of New York, personally appeared Barbara Smithers, to me known to be the Vice President of International Paper Corporation, and being duly sworn, averred that, being duly authorized, (s)he executed the foregoing Assignment as the free act and deed of said corporation for the uses and purposes set forth.

Karen M Byrne
Notary Public

KAREN M. BYRNE
Notary Public, State of New York
No. 01BY5053377
Qualified in Putnam County
Commission Expires Dec. 18, 2001

My Commission expires: _____

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On this 9 day of February, 2001, before me a Notary Public in and for the County of NY in the State of NY, personally appeared Mr Steven Liff, to me known to be the VP of Smart Papers, LLC, and being duly sworn, averred that, being duly authorized, (s)he executed the foregoing Assignment as the free act and deed of said limited liability company for the uses and purposes set forth.

Daniel P. Greenstein
Notary Public

DANIEL P. GREENSTEIN
Notary Public, State of New York
No. 02GR6028664
Qualified in New York County
Commission Expires August 2, 2001

SCHEDULE A

Trademark Schedule
Hamilton Mill
February 7, 2001

Mark	Jurisdiction/ Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Record Owner	Status/ Comments
ALL PURPOSE LTHO	USA						No application has been filed.
BENEFIT	USA	74/026383	2/6/90	1656789	9/10/91	Champion International Corporation	Registered
BENEFIT	Australia	704974	3/22/96	704974	3/22/96	Champion International Corporation	Registered
BENEFIT	Chile		7/4/95	461854	5/29/96	Champion International Corporation	Registered
BENEFIT	Hong Kong		5/23/94	B7387/96	8/8/96	Champion International Corporation	Registered
BENEFIT	Malaysia	95-10451	5/10/95			Champion International Corporation	Pending application
BENEFIT	New Zealand	260154	3/21/96	260154	3/21/96	Champion International Corporation	Registered
BENEFIT	Philippines	103642	10/25/95			Champion International Corporation	Pending, allowed for opposition purposes on 6/27/97

Mark	Jurisdiction/ Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Record Owner	Status/ Comments
BENEFIT	Singapore		9/26/95	T95/09189	9/26/95	Champion International Corporation	Registered
BENEFIT	Taiwan	84049816	10/4/95	758015	4/16/97	Champion International Corporation	Registered
CARNIVAL	USA	72/138386	2/21/62	736040	8/14/62	Champion International Corporation	Renewed
CARNIVAL	Argentina	2003415	10/9/95	1612403	8/22/96	Champion International Corporation	Registered
CARNIVAL	Australia	400352	11/24/83	400352	11/24/83	Champion International Corporation	Renewed
CARNIVAL	Chile	381657	6/26/97	506099	3/5/98	Champion International Corporation	Registered
CARNIVAL	Hong Kong		5/23/94	9199/95	10/31/95	Champion International Corporation	Registered
CARNIVAL	South Korea	1995-38931	10/14/95	362885	5/23/97	Champion International Corporation	Registered
CARNIVAL	Malaysia	95-10453	5/10/95			Champion International Corporation	Pending Application

Mark	Jurisdiction/ Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Record Owner	Status/ Comments
CARNIVAL	New Zealand	260153	3/21/96	260153	3/21/96	Champion International Corporation	Registered
CARNIVAL	Singapore		9/26/95	T95/09190	9/26/95	Champion International Corporation	Registered
CARNIVAL	Taiwan	84049817	10/4/95	809606	7/16/98	Champion International Corporation	Registered
COLORCAST (stylized letters)	USA	71/662970	3/30/54	617479	12/13/55	Champion International Corporation	Renewed
COLORCAST	Algeria			56447	6/23/99	Champion International Corporation	Registered
COLORCAST	Canada	615136	9/14/88	TMA36345 0	11/10/89	Champion International Corporation	Registered
COLORCAST	Colombia	92359715		118591	8/24/92	Champion International Corporation	Registered
COLORCAST	Denmark			VR1722/54	10/23/54	Champion International Corporation	Registered
COLORCAST	France	139526	6/26/89	1538194	6/26/89	Champion International Corporation	Registered

Mark	Jurisdiction/ Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Record Owner	Status/ Comments
COLORCAST	Germany	C04917	8/18/54	673654	3/29/55	Champion International Corp.	Registered
COLORCAST	Italy			684456		Champion Int Corp	Renewed
COLORCAST	Mexico	56733	7/2/89	362077	7/2/89	Champion International Corporation	Registered
COLORCAST	Peru	87619	3/11/85	58433	8/9/85	Champion International Corporation	Registered
COLORCAST and Design	South Africa		8/9/54	2403/54	8/9/54	Champion International Corporation	Registered
COLORCAST	Spain	450742M		450742	12/21/64	Champion International Corporation	Registered
COLORCAST	Switzerland		8/30/74	272977		Champion International Corporation	Registered
COLORCAST	Venezuela			134143	6/2/88	Champion International Corporation	Registered
CORDWAIN	USA	74/303693	9/13/92	1810705	12/14/93	Champion International Corporation	Registered (final date to file Section 8 June 14, 2000, not clear if Section 8 was filed)

Mark	Jurisdiction/ Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Record Owner	Status/ Comments
GROOVE	USA	73/800748	5/17/89	1631545	1/15/91	Champion International Corporation	Registered
GROOVE	Hong Kong		8/30/94	10735/95	12/21/95	Champion International Corporation	Registered
KNIGHTCOTE	USA	72/271296	5/11/67	847874	4/23/68	Champion International Corporation	Renewed
KROMEKOTE	Georgia			T1520	7/23/63	Champion International Corporation	Renewed
KROMEKOTE	Illinois			36420	7/23/63	Champion International Corp.	Renewed
KROMEKOTE	Massachusetts			25819		Champion International Corporation	Renewed
KROMEKOTE	New York			R350	2/23/55	Champion Papers Inc. and Champion International Corporation	Renewed
KROMEKOTE (stylized letters)	USA	71/527202	7/5/47	500202	5/11/48	Champion International Corporation	Renewed
KROMEKOTE (stylized letters)	USA	71/423656	9/16/39	378900	6/25/40	Champion International Corporation	Renewed

Mark	Jurisdiction/ Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Record Owner	Status/ Comments
KROMEKOTE	O.A.P.I.	602002	10/27/70	10149	10/27/70	US Plywood Champion Papiers Inc.	Expired ¹
KROMEKOTE	Argentina	1734084	3/26/90	1394951	4/30/92	Champion International Corporation	Registered
KROMEKOTE	Australia	104451	11/3/50	104451	11/3/50	Champion International Corporation	Registered
KROMEKOTE	Austria	AM 1422/53	9/2/53	29525	11/26/53	Champion International Corporation	Registered
KROMEKOTE	Benelux	527376		19709		Campion International Corporation	Renewed
KROMEKOTE	Bolivia	C-8963		A40080	5/30/49	Champion International Corporation	Renewal application filed.
KROMEKOTE	Brazil			2479982	5/30/70	Champion International Corporation	Registered
KROMEKOTE	Canada	198980	4/12/48	UCA030371	4/12/48	Champion International Corporation	Renewed

1 We have been advised by our foreign associate that the registration for the mark KROMEKOTE has expired for failure to file a timely renewal application. We have also, however, been advised that the registration can be revived if an appropriate application, including all application fees, is filed within six (6) months of expiry.

Mark	Jurisdiction/ Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Record Owner	Status/ Comments
KROMEKOTE	Chile	512093	12/20/00		11/8/90	Champion International Corporation	Renewal application pending
KROMEKOTE	Chile			345759		Champion International Corp	Renewed
KROMEKOTE	Colombia	92303218		147383	12/16/92	Champion International Corporation	Registered
KROMEKOTE	Costa Rica	6658	10/21/50	12894	1/2/51	Champion International Corporation	Registered
KROMEKOTE	Denmark			VR1690-1953	12/12/53	Champion International Corporation	Registered
KROMEKOTE	China		1/19/84	214065	10/15/84	The record owner is listed in Chinese characters, no English translation is available.	Registered
KROMEKOTE	Ecuador	15345	4/5/89	1740	6/4/90	Champion International Corporation	Registered
KROMEKOTE	France	248737	11/12/90	1626637	11/12/90	Champion International Corporation	Registered

Mark	Jurisdiction/ Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Record Owner	Status/ Comments
KROMEKOTE	Germany	T01191	9/17/51	627213	9/25/52	Champion International Corporation	Registered
KROMEKOTE and Design	Great Britain		11/17/66	B901759		Champion Corporation	Registered
KROMEKOTE	Guatemala			41845	9/14/81	Champion International Corporation	Registered
KROMEKOTE	Honduras			15532	10/30/68	Champion International Corporation	Registered
KROMEKOTE	Hong Kong		5/24/56	41/1957	1/19/57	Champion International Corporation	Registered (needs address update)
KROMEKOTE	Italy			996323	12/28/72	Champion International Inc.	Renewed
KROMEKOTE	Japan	S26-22541	11/9/51	416093	9/17/52	Champion International Corporation	Renewed
KROMEKOTE	Mexico	84,671	3/4/90	392213	3/4/90	Champion International Corporation	Registered
KROMEKOTE	New Zealand		10/19/50	49767	10/19/50	Champion International Corporation	Renewed
KROMEKOTE	Nicaragua			23394	10/9/70	Champion International Corporation	Registered

Mark	Jurisdiction/ Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Record Owner	Status/ Comments
KROMEKOTE	Norway	53297	8/31/53	45633	1/17/55	Champion International Corp.	Renewed
KROMEKOTE	Peru	87619	3/11/85	31559	8/9/85	Champion International Corporation	Registered
KROMEKOTE	Puerto Rico	5871		5871		Champion International Corp.	Registered ²
KROMEKOTE	Singapore		5/30/56	T56/20689	5/30/56	Champion International Corporation	Registered
KROMEKOTE	South Africa		2/9/50	362-50	2/9/50	Champion International Corporation	Registered
KROMEKOTE	Sweden		8/29/53	76172	6/18/54	Champion International Corporation	Registered
KROMEKOTE	Switzerland		10/23/90	386076		Champion Int.	Registered
KROMEKOTE	Trinidad and Tobago			B4731	8/3/68	Champion International Corporation	Renewed
KROMEKOTE	Uruguay	56330	3/17/49	326.084		W.S. Plymod Champion	Renewal application pending

TRADEMARK
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Mark	Jurisdiction/ Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Record Owner	Status/ Comments
KROMEKOTE 2000	USA	73/705506	1/14/88	1514557	11/29/88	Champion International Corporation	Registered
LYNNFIELD	USA	73/504359	10/18/84	1334289	5/7/85	Champion International Corporation	Registered
MYSTIQUE	Chile			461856	5/29/96	Champion International Corporation	Registered
MYSTIQUE	Taiwan	84049818	10/4/95	758016	4/16/97	Champion International Corporation	Registered
MYSTIQUE	USA	73/801010	5/18/89	1571919	12/19/89	Champion International Corporation	Registered
PAGEANTRY	USA	73/654928	4/13/87	1520808	1/17/89	Champion International Corporation	Registered
PAGEANTRY	Australia	625777	3/25/94	625777	3/25/94	Champion International Corporation	Registered
PAGEANTRY	Chile		95/10452	461855	5/29/96	Champion International Corporation	Registered
PAGEANTRY	Malaysia	95-10452			5/10/95	Champion International Corporation	Registered

Mark	Jurisdiction/ Country	Appl. No.	Filing Date	Reg. No.	Reg. Date	Record Owner	Status/ Comments
SMART PAPER	USA	76/010801	3/28/00			Champion International Corporation	Pending Application

TRADEMARK
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RECORDED: 03/01/2001