

07-24-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102166916

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

1. Name of conveying party(ies): FORT JAMES CORPORATION

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date:

2. Name and address of receiving party(ies) Name: NETWORK SERVICES COMPANY

Internal Address:

Street Address: 1550 BISHOP COURT

City: MT. PROSPECT State: IL Zip: 60056

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State DELAWARE 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2536573 AND 0168705

Additional number(s) attached Yes No

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

Name: WALTER DETHLEFSEN

Internal Address:

Street Address: 1550 BISHOP COURT

City: MT. PROSPECT State: IL Zip: 60056

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

501409

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

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.

EMILY K. BRISLIN Name of Person Signing

Emily K. Brislin Signature

7/16/02 Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

07/24/2002 6TON11 00000002 501409 2536573

01 FC:481 40.00 CH 02 FC:482 25.00 CH

TRADEMARK REEL: 002550 FRAME: 0388

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into by and between FORT JAMES CORPORATION, a Virginia corporation ("Assignor"), and NETWORK SERVICES COMPANY, a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain NIBROC Brand Supply and Trademark Assignment Agreement, made and entered into as of January 30, 2002 ("Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor agreed to sell, transfer and assign, and Assignee agreed to acquire, the NIBROC trademark owned by the Assignor ("Trademark") provided that Assignee met certain requirements imposed by the terms of the Agreement; and

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to Trademark, and the goodwill associated therewith; and

WHEREAS, Assignee has met the requirements imposed on Assignee pursuant to the terms of the Agreement and Assignee desires to obtain from Assignor, and Assignor wishes to assign to Assignee, in consideration of Assignee having met the requirements of the Agreement, all right, title and interest in and to the Trademark, together with the goodwill associated therewith.

NOW, THEREFORE, in consideration of the premises, Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

1. Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Trademark together with the goodwill of the business in connection with which the Trademark is used 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 the Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademark, 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, assigns or other legal representatives.
2. Assignor requests the Commissioner of Patents and Trademarks of the United States or, in the case of the several states in the United States, the analogous individual or agency responsible for trademarks, service marks, trade/assumed names, to record Assignee as owner of the Trademark, including any variations thereof, for the sole use and enjoyment of assignee, its successors, assigns or other legal representatives.
3. Assignor hereby represents and warrants that it owns all right, title and interest in and to the Trademark free and clear of any liens and encumbrances, that it has full right to assign all of 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 Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (i) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Trademark; (ii) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Trademark,

including, but not limited to, testifying as to any facts relating to the Trademark assigned herein and this Assignment; (iii) in obtaining any additional trademark and trade/assumed name protection for the Trademark that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States; and (iv) in the implementation, recordation or perfection of this Assignment.

IN TESTIMONY WHEREOF, each of Assignor and Assignee has caused this Assignment to be signed and executed by its undersigned officer thereunto duly authorized on the respective dates written below.

FORT JAMES CORPORATION

By: William D. Sleeper
Name: WILLIAM D. SLEEPER
Title: Vice President
Date: 6-26-02

NETWORK SERVICES COMPANY

By: Walter Dethlefsen
Name: WALTER DETHLEFSEN
Title: SE VP
Date: 7/1/02

STATE OF Georgia)
) SS.
COUNTY OF Cobb)

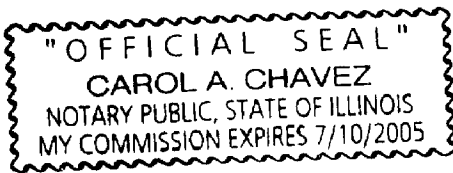
On this 26th day of June, 2002, there appeared before me William D. Sleeper, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of FORT JAMES OPERATING COMPANY.

Dallene / [Signature]
Notary Public

Notary Public, Cobb County, Georgia
My Commission Expires Nov. 2, 2002

STATE OF Illinois)
) SS.
COUNTY OF Cook)

On this 1st day of July, 2002 there appeared before me Walter Dethlefsen, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of NETWORK SERVICES COMPANY.



Carol A. Chavez
Notary Public