12-18-2002	
Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
	14593
To the Honorable Commissioner of Patenis and Trademarks: Please record the attached original documents or copy thereof.	
1. Name of conveying party(ies): NEKOOSA PACKAGING CORPORATION 2 - 9 - 6 2 Individual(s) Association General Partnership Limited Partnership Corporation-State Other	2. Name and address of receiving party(ies) Name: GEORGIA-PACIFIC CORPORATION Internal Address: 133 PEACHTREE STREET, N.E. Street Address: City: ATLANTA State: GA Zip: 30303 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Georgia
Security Agreement Change of Name	
Other	OtherIf assignee is not domiciled in the United States, a domestic
Execution Date:December 3, 2002	representative designation is attached: Yes V No (Designations must be a separate document from assignment)
Execution bate.	Additional name(s) & address(es) attached? Yes V No
4. Application number(s) or registration number(s): A. Trademark Application No.(s)	B. Trademark Registration No.(s) 1,220,886
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:
Name: Kimberly Nix	
Internal Address: Georgia-Pacific Corporation	7. Total fee (37 CFR 3.41)\$ Enclosed Authorized to be charged to deposit account
Street Address: 133 Peachtree Street, N.E.	8. Deposit account number: 50-1104
City: Atlanta State: GA Zip: 30303	
DO NOT USE THIS SPACE 9 Signature	
9. Signature. Kimberly Nix	
	ignature Date
	er sheet, allachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231 1220886

12/17/2002 LHUELLER 00000139 501104 01 FC:8521

40.00 CH

TRADEMARK **REEL: 002635 FRAME: 0013**

UNITED STATES TRADEMARK ASSIGNMENT

WHEREAS, NEKOOSA PACKAGING CORPORATION, a Delaware corporation, having a principal address at 133 Peachtree Street, N.E., Atlanta, Georgia 30303 ("Assignor"), is the owner of the entire right, title, and interest in and to and have used the trademark ULTRABIN, Registration No. 1,220,886 ("Trademark"); and

WHEREAS, GEORGIA-PACIFIC CORPORATION, a Georgia corporation having offices at 133 Peachtree Street, N.E., Atlanta, Georgia 30303 ("Assignee"), is desirous of acquiring 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 and the right to recover damages and profits for past infringement of the Trademark;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns unto Assignee all of Assignor's right, title, and interest in and to:

- (i) the Trademark and the names, symbols, logos, designs, colors and other source identifying devices comprising the Trademark;
- (ii) registrations, registration applications (including intent to use applications) and renewals related to the Trademark in the United States and throughout the world; and
- (iii) goodwill of the business symbolized by the Trademark and all rights and goodwill in or generated;

the same to be held and enjoyed by Assignee, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, for the full life of each of the Trademark as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made. This Assignment includes the right to file additional Trademark registration applications under any convention or treaty, to claim priority in such applications based upon current Trademark applications and registrations, and to sue, seek injunctive relief, and collect damages and profits for past infringement.

405883

TRADEMARK
REEL: 002635 FRAME: 0014

Assignor authorizes the United States Patent and Trademark Office and comparable government authorities in other countries to transfer by assignment to Assignee any and all existing Trademark registrations and applications and to issue to Assignee all new Trademark registrations hereafter granted.

Assignor agrees to execute and deliver, at the reasonable request of Assignee, all papers, instruments, and assignments, and to perform other reasonable acts Assignee may require, to vest in Assignee all of Assignor's right, title and interest in and to the Trademark, and to provide evidence to support the foregoing in the event such evidence is deemed necessary by Assignee, and to the extent such evidence is in the possession or control of Assignor.

IN WITNESS WHEREOF, Assignor has executed this document and affixed its corporate seal by the hand of its duly authorized officer on this 3 day of December 2002.

NEKOOSA PACKAGING CORPORATION

By:

Michael McCarthy Assistant Secretary

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF GEORGIA) COUNTY OF FULTON)

On this ______ day of December 2002, before me appeared Michael McCarthy the person who signed the foregoing instrument, who acknowledged that he or she signed it as a free act on behalf of NEKOOSA PACKAGING CORPORATION.

Notary Public

Notary Public, DeKalb County, Georgia [NOTARIAC PRINCIPLE Expires February 12, 2006

405883

RECORDED: 12/09/2002

TRADEMARK
REEL: 002635 FRAME: 0015