

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Georgia-Pacific Corporation		03/02/2000	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Georgia-Pacific Tissue LLC
Street Address:	55 Park Place
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30303
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number
Registration Number:	1227514

CORRESPONDENCE DATA

Fax Number: (212)949-9190
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2128859279
 Email: fterranella@lawabel.com
 Correspondent Name: Frank Terranella
 Address Line 1: 150 East 42nd Street
 Address Line 2: Abelman Frayne & Schwab
 Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	977935
NAME OF SUBMITTER:	Frank Terranella

CH \$40.00 1227514

Total Attachments: 4

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ATTACHMENT ONE TO SCHEDULE 5.7

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT dated this 2nd day of March, 2001, from Georgia-Pacific Corporation ("Assignor"), a corporation with its principal address at 133 Peachtree Street, NE, Atlanta, GA 30303, to Georgia-Pacific Tissue LLC ("Assignee"), a Delaware Limited Liability Company with its principal address at 55 Park Place, Atlanta, GA 30303;

WITNESSETH

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the trademarks and trademark applications set forth in the Schedule A attached hereto (the "Trademarks");

WHEREAS, Assignee desires to obtain Assignor's entire right, title and interest in and to the Trademarks in all territories worldwide;

NOW, THEREFORE, for the sum of One dollar (\$1.00) US, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Assignor has agreed to sell and hereby sells, assigns, transfers, conveys and sets over unto Assignee and its successors and assigns, the entire right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by these marks, to be held and enjoyed by Assignee, and its successors and assigns, for their own use and enjoyment, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, including, without limitation, the right to apply for, maintain and renew the registration of all the



Trademarks, the right to recover for past infringement and to make application or institute suit therefor.

Assignor hereby authorizes Assignee to apply for and obtain the recordation of this Assignment.

Assignor agrees that it shall, without further consideration, promptly and duly cause to be performed such lawful acts and execution of any other documents as Assignee may reasonably request in order for Assignee to obtain the full benefit of this Assignment and to permit Assignee to be duly recorded in each office, bureau and tribunal in the appropriate jurisdiction as the registered owner or proprietor of each of the rights hereby assigned. Such instruments and documents shall include, without limitation, affidavits, including affidavits of use, and other documents for filing in such jurisdictions as Assignee may from time to time reasonably request.

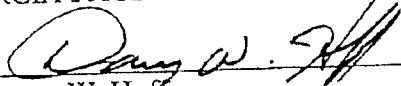
Assignor hereby represents and warrants that he has the full right to convey the entire interest herein assigned, that there are no rights and interests outstanding inconsistent with the rights and interests granted herein, and that Assignor shall not execute any instrument or grant or transfer any rights or interest inconsistent herewith.

AND it is further covenanted and agreed that Assignor shall, at any time upon request, comminute to said Assignee, its successors, assigns or other legal representatives, any facts relating to the Trademarks and the history thereof known to said Assignor and testify as to the same in any legal proceeding when requested to do so, sign all lawful papers, execute all other necessary assignment papers to cause the Trademarks to be issued to Assignee, make all rightful oaths and generally do everything necessary or

desirable to aid said Assignee, its successors and assigns to obtain perfect title in and enforce proper protection for the Trademarks in the United States and in any and all foreign countries.

IN WITNESS WHEREOF, Assignor has caused this assignment to be executed by its proper officer thereunto duly authorized, and its corporation seal to be affixed by like authority, this 2nd day of March, 2000.

GEORGIA-PACIFIC CORPORATION

By: 

Danny W. Huff
Executive Vice President - Finance and
Chief Financial Officer

SCHEDULE A
UNITED STATES

MARK	REGISTRATION/APPLICATION NO.
A HANDY TOWEL FOR ANY SIZE JOB	2415968
BLUE CROSS	1290031
CHOREMASTER	1555749
CORONET	817391
CORONET MICROWAVE	1836153
CORONET MULTIFOLD PLUS TOWELS	75/915830
CORONET PRINTS	1196794
CORONET SOFT ON SOFT	1701761
DELTA	1240308
ECLIPSE	1779694
ECONOFOLD (Stylized)	511370
ECONOSERV	510966
ECONOSERV (Stylized)	716154
HANDISIZE	2376024
HIWAY-WIPE	710915
INDICATOR SHEETS	75/881297
KING CORONET	1910022
MEKAN-I-KLOTH	797241
MINIFOLD	1755284
MINIFORM	1584661
MULTISOFT	1599528
NEATFORM	511372
PACE WIPES	1176182
PAK-WIPES	1174190
POLAR QUICKVIEW	75/926985
PURELIN	1264234
SAVOY	1227514
SOF STRENGTH	1170138
SOF STRENGTH (Stylized)	774541
SOFTEX	205899
SPLENDAIDES	666613
SPLENDAIDES	1584660
VERIGOOD	1276941
WARWICK	540652
WARWICK	1591995
YELLOW BIRCH	1282470



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