

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |
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| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Great Northern Nekoosa Corporation | | 05/07/2004 | CORPORATION: MAINE |

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|----------------------|-------------------------------------|
| RECEIVING PARTY DATA | |
| Name: | Koch Cellulose, LLC |
| Street Address: | 501 Gloucester Street |
| Internal Address: | Suite 100 |
| City: | Brunswick |
| State/Country: | GEORGIA |
| Postal Code: | 31520 |
| Entity Type: | Limited Liability Company: DELAWARE |

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| PROPERTY NUMBERS Total: 1 | | |
| Property Type | Number | Word Mark |
| Serial Number: | 73505595 | LEAF RIVER 90 |

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| CORRESPONDENCE DATA | |
| Fax Number: | (612)766-1600 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 6127667064 |
| Email: | trademarkmpls@faegre.com |
| Correspondent Name: | Faegre & Benson LLP |
| Address Line 1: | 90 South Seventh Street |
| Address Line 2: | 2200 Wells Fargo Center |
| Address Line 4: | Minneapolis, MINNESOTA 55402-3901 |

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| ATTORNEY DOCKET NUMBER: | 75540-305265 |
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| NAME OF SUBMITTER: | Eunice de Carvalho |
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Total Attachments: 3
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OP \$40.00 73505595

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment"), dated as of May 7, 2004 ("Effective Date"), is made by and between Great Northern Nekoosa Corporation, a Maine corporation and wholly-owned subsidiary of Georgia-Pacific Corporation ("Assignor"), and Koch Cellulose, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, pursuant to that certain Asset and Stock Purchase Agreement, dated as of February 26, 2004, by and among Assignee, Georgia-Pacific Corporation, a Georgia corporation ("Georgia-Pacific"), Leaf River Forest Products, Inc., a Delaware corporation, LRC Timber, Inc., a Delaware corporation, Old Augusta Railroad Company, a Mississippi corporation, Georgia-Pacific Asia (Hong Kong), Ltd., a Hong Kong private limited company, and Georgia-Pacific GmbH, a Swiss limited liability company ("Purchase Agreement"), Georgia-Pacific has agreed to cause Assignor to assign to Assignee the Mark (as defined below) and to execute this Trademark Assignment at the Closing (as defined in the Purchase Agreement).

NOW, THEREFORE, in consideration of the foregoing and mutual promises and covenants made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

"Mark" means the trademark, in word mark, stylized and/or design formats, that is the subject of the registration set forth in Schedule A attached hereto.

2. Assignment.

Assignor hereby assigns, sells, transfers and conveys to Assignee all of its rights, title and interest throughout the world in and to the Mark and all registrations and applications issued or pending for the Mark, together with the goodwill of the business symbolized by the Mark and all rights, claims and privileges pertaining to the Mark, including, without limitation, the right to maintain and prosecute such registrations and applications for the Mark and the right to sue and recover damages for past, present and future infringement of the Mark.

3. Further Actions.

Each party agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be necessary or appropriate or as Assignee may reasonably request to effect, perfect or otherwise carry out the purposes and intent of this Trademark Assignment.

4. Miscellaneous.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Trademark Assignment shall

be governed by and construed and enforced in accordance with the laws of the State of New York without regard to the conflicts of law provisions thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the Effective Date.

GREAT NORTHERN NEKOOSA
CORPORATION

By: *Kenneth F. Khan*
Name: *Kenneth F. Khan*
Title: *Vice President, Deputy General Counsel & Secretary*

KOCH CELLULOSE, LLC

By: *Patrick J. Boushka*
Name: *Patrick J. Boushka*
Title: *President*

SCHEDULE A

MARK

| Mark Name | Docket No | Country | Status | Goods | App No | App Date | Reg No | Reg Date | Renewal Date |
|---------------|-----------|---------|------------|-----------|------------|------------|-----------|------------|--------------|
| LEAF RIVER 90 | 5717 | USA | REGISTERED | WOOD PULP | 73/505,595 | 10/25/1984 | 1,373,204 | 12/03/1985 | 12/03/2005 |

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