



Tab settings

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

1. Name of conveying party(ies):

Quality Veneer & Lumber, Inc.

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

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

3. Nature of conveyance:

MAD 8.16.98

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 23, 1998

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as agent  
 Internal Address: Attn: Christopher Arnold  
 Street Address: 201 High Ridge Road  
 City: Stamford State: CT ZIP: 06927

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- 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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.

1,632,373  
1,607,482

U.S. Patent & TMO/TM Mail Rcpt Dt. #40



08-06-1998

Additional numbers attached?  Yes  No

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

Name: Murphy Sheneman Julian & Rogers

Internal Address: Attn: Sara Hoehn

Street Address: 2049 Century Park East

21st Floor

City: Los Angeles State: CA ZIP: 90067

6. Total number of applications and registrations involved:

2

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

1632373

(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 true copy of the original document.

Sara J. Hoehn  
Legal Assistant

Name of Person Signing

*Sara Hoehn*  
Signature

August 11, 1998

Date

Total number of pages including cover sheet, attachments, and document: 7

00000210 2000E  
 08/16/98  
 01 FC-461  
 02 FC-462

## PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT ("Agreement"), dated as of July 23, 1998, is made by QUALITY VENEER & LUMBER, INC., a Washington corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, as agent (in such capacity, "Agent") for the lenders ("Lenders") from time to time parties to the Credit Agreement (as defined below).

### RECITALS

A. Pursuant to that certain Credit Agreement of even date herewith by and among Grantor, Agent and Lenders (including all annexes, exhibits and schedules thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to extend certain credit facilities to or for the direct or indirect benefit of Grantor.

B. In order to induce Agent and Lenders to enter into the Credit Agreement and the other Loan Documents and to induce Lenders to extend the credit facilities as provided for in the Credit Agreement, Grantor has agreed to execute and deliver to Agent, for itself and the benefit of Lenders, that certain Security Agreement of even date herewith made by Grantor in favor of Agent for the benefit of Agent and Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

C. Pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and for the benefit of Lenders, this Patent, Trademark and Copyright Security Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Agent hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Annex A to the Credit Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. Grantor hereby grants to Agent, for itself and for the benefit of Lenders, a continuing first priority Lien upon all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of Grantor's Patents and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto, and all reissues, continuations or extensions thereof;

(b) all of Grantor's Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto, and all reissues, continuations or extensions thereof;

(c) all of Grantor's Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto, and all reissues, continuations or extensions thereof;

(d) all Goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, distribution agreements and General Intangibles with respect to the foregoing; and

(e) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement or dilution of any Copyright, Copyright License, Trademark or Trademark License, or (C) injury to the Goodwill associated with any License, Patent, Trademark or Copyright, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the Collateral, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

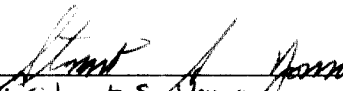
3. Security Agreement. The Lien granted pursuant to this Agreement is granted in conjunction with the Liens granted to Agent, for itself and the benefit of Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Liens granted under this Agreement are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

"Grantor"

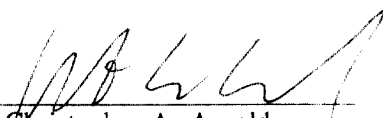
QUALITY VENEER & LUMBER, INC.

By:   
Name: Stuart S. Young  
Title: President

Accepted as of July 23, 1998:

"Agent"

GENERAL ELECTRIC CAPITAL CORPORATION

By:   
Christopher A. Arnold  
Duly Authorized Signatory

**SCHEDULE I**  
**(PART A)**

**PATENTS**

None.

**SCHEDULE I**  
**(PART B)**

**TRADEMARKS**

<u>Trademark</u>	<u>Reg. No.</u>
Omak Wood Products	1,632,373
OWP Omak Wood Products Employee Owned	1,607,482

**SCHEDULE I**  
**(PART C)**

**COPYRIGHTS**

None.