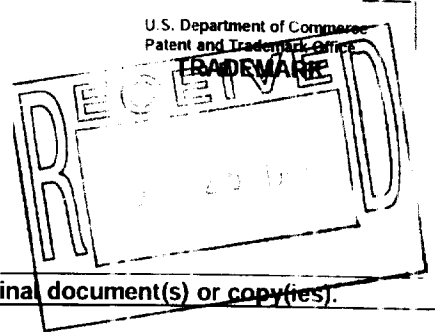


NRD  
1-20-99

01-29-1999



100953738



### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Other

Citizenship/State of Incorporation/Organization

01/28/1999 DMUYEN 00000262 1947574

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 225.00 OP

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

David M. Klein

1/20/99

Name of Person Signing

Signature

Date Signed

## NOTICE OF COLLATERAL ASSIGNMENT OF TRADEMARKS

This Notice of Collateral Assignment of Trademarks (this "**Notice**") is made on November 23, 1998 by **ALLIANCE FOREST PRODUCTS INC.**, a corporation organized under the laws of Canada (the "**Grantor**") and Montreal Trust Company as trustee (the "**Trustee**") under the Deed of Hypothec hereinafter referred to.

**WHEREAS** the Grantor has entered into a deed of hypothec (the "**Deed of Hypothec**") bearing formal date of November 30, 1998 in favour of the Trustee pursuant to which the Grantor, in order to secure, *inter alia*, the payment and performance of its obligations under the bonds issued and to be issued from time to time thereunder, has granted to the Trustee a security interest in all of its present and future properties and assets, including, without limitation, the Trademark Collateral (as defined in Section 1 below);

**WHEREAS** the Grantor is the owner of the trademarks, trademark registrations, service marks, service mark registrations, trade names and trademark and service mark applications set forth on Schedule "A" attached hereto, which trademarks and service marks have been issued by, and which trademark and service mark applications have been filed with, the United States Office of Patents and Trademarks, and all of which is included in the Trademark Collateral.

**NOW THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions set forth in the Deed of Hypothec, notice is hereby given that:

- 1 Pursuant to the Deed of Hypothec, the Grantor has assigned to the Trustee for collateral purposes and has granted to the Trustee a security interest in, among other things, all of the following (collectively, the "**Trademark Collateral**"): All trademarks, trademark registrations, service marks, service mark registrations, trade names, trademark and service mark applications, including, without limitation, the trademarks, service marks, trade names and applications listed on Schedule "A" attached hereto and made a part hereof, and **(a)** all renewals thereof, **(b)** all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, **(c)** the right to sue for past, present and future infringements thereof, **(d)** all rights corresponding thereto throughout the world, **(e)** all of the goodwill of Grantor's business connected with and symbolized by the trademarks, service marks, trade names or other items described in clauses **(a)** - **(d)** and **(f)** all other proceeds of the foregoing, all in accordance with the terms and conditions of the Deed of Hypothec.

2. The Grantor agrees that it will not sell or offer to sell or otherwise transfer the Trademark Collateral or any interest herein, or grant any rights or interests thereto or therein, except as permitted under the Deed of Hypothec and except for licenses of the Trademark Collateral granted in the ordinary course of business.
3. The Grantor and the Trustee hereby further acknowledge and affirm that the rights and remedies of the Trustee with respect to the collateral assignment of and security interest in the Trademark Collateral are more fully set forth in the Deed of Hypothec, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.
4. This instrument is made pursuant to the Deed of Hypothec. The Grantor hereby expressly authorizes the Trustee to record this instrument in the United States Office of Patents and Trademarks, as well as in any other federal or state office in which any of the Grantor's rights or interests comprising or connected with the Trademark Collateral (including but not limited to rights arising under applicable state law) have been registered or recorded.

**IN WITNESS WHEREOF**, each of the Grantor and the Trustee has caused this Notice to be duly executed, as an instrument under seal, by its duly authorized officer, as of the date first above written.

**ALLIANCE FOREST PRODUCTS INC.**

PER:

PER:

**MONTREAL TRUST COMPANY**

AS TRUSTEE

PER:

PER:

On this twenty-third (23) day of November, 1998, before me personally appeared Benoit Alain and Martin Longpré, and to me known, who solemnly declared before me that they are the Treasurer and the Secretary, respectively, of **Alliance Forest Products Inc.**, the corporation described in and which executed the foregoing instrument; that being duly authorized they did execute the foregoing instrument on behalf of the corporation therein named; and that the foregoing constitutes the free act and deed of said corporation.

SOLEMNLY DECLARED BEFORE ME

At Montreal, this 23rd day of November 1998

*B. Deschamps*  
*No Copy* ~~Commissioner of oaths~~ for the District of Montreal  
Province of Quebec (Canada)  
*Commission unlimited in time*

On this twenty-third (23) day of November, 1998, before me personally appeared Guy L Espérance and Nathalie Roy and to me known, who solemnly declared before me that they are the Manager, Client Services and the Senior Trust Officer respectively, of **Montreal Trust Company**, the bank described in and which executed the foregoing instrument; that being duly authorized they did execute the foregoing instrument on behalf of Montreal Trust Company therein named; and that the foregoing constitutes the free act and deed of Montreal Trust Company.

SOLEMNLY DECLARED BEFORE ME

At Montreal, this 23rd day of November 1998

*B. Deschamps*  
*No Copy* ~~Commissioner of oaths~~ for the District of Montreal  
Province of Quebec (Canada)  
*Commission unlimited in time*

# SCHEDULE "A"

## TRADEMARKS

TRADEMARK	REGISTRATION NUMBER	DATE
ALLBRIGHT	1,947,574	JANUARY 9, 1996
ALLBOOK	1,956,844	FEBRUARY 13, 1996
ALLNEWS	1,962,384	MARCH 12, 1996
ALLSTAR	1,947,573	JANUARY 9, 1996
ALLIANCE	1,959,668	MARCH 5, 1996
ALLIANCE & LOGO	1,959,670	MARCH 5, 1996
ALLIANCE & LOGO	2,086,175	AUGUST 5, 1997
ALLIANCE DESIGN	2,016,077	NOVEMBER 12, 1996
ALL JOIST	APPLICATION 75/167,281	SEPTEMBER 17, 1996
ALLIANCE JOIST SYSTEM	APPLICATION 75/166,365	SEPTEMBER 16, 1996, ABANDONED ON SEPTEMBER 9, 1998