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Party Conveying Interest:

Portco Corporation

Name and Address of Party Receiving Interest:

Congress Financial Corporation (Northwest)
101 SW Main Street, Suite 725
Portland, OR 97204

Description of the interest conveyed or the transaction to be recorded:

Collateral assignment of registered trademark as described more fully in the Patent, Trademark and Copyright Security Agreement that is attached to this Trademark Cover Sheet.

Registration number of trademarks affected:

1,685,312

Name and address of the party to whom correspondence concerning the request to record the document should be mailed:

Mr. Bruce G. Berning
Tonkon Torp LLP
1600 Pioneer Tower
888 SW Fifth Avenue
Portland, OR 97204-2099

Number of trademarks and total fee:

1 trademark (1 @ $40 = $40)

Date the document was executed:

March 27, 1997

To the best of my knowledge and belief, the information contained on this cover sheet is true and correct.

Bruce G. Berning 5/19/99

Bruce G. Berning

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PATENT, TRADEMARK, AND COPYRIGHT SECURITY AGREEMENT

In order to induce **CONGRESS FINANCIAL CORPORATION (NORTHWEST)**, whose address is 101 SW Main Street, Suite 725, Portland, Oregon 97204 ("Secured Party"), to enter into one or more agreements with **PORTCO CORPORATION**, an Oregon corporation whose address is 4200 S.E. Columbia Way, Vancouver, Washington 98661 ("Debtor") and in consideration of any credit, advances or financial accommodations now or hereafter granted to or on behalf of Debtor, Debtor hereby assigns to Secured Party as collateral and grants to Secured Party a security interest in the following personal property (the "Collateral"):

(1) all present and future patents, patents pending, patent applications, unpatented inventions and trade secrets, drawings, know-how and related data and technology belonging to Debtor, including but not limited to the items, if any, listed in Schedule 1 attached hereto and incorporated herein;

(2) all present and future trademarks and service marks and federal, state and foreign trademark and service mark registrations and applications belonging to Debtor, including but not limited to the items, if any, described in Schedule 2 attached hereto and incorporated herein;

(3) all present and future tradenames belonging to Debtor, including but not limited to the names, if any, described in Schedule 3 attached hereto and incorporated herein;

(4) all present and future copyrights and all copyright registrations and applications belonging to Debtor, including but not limited to the items, if any, described in Schedule 4 attached hereto and incorporated herein by this reference;

(5) all present and future elements of package or trade dress of goods belonging to Debtor;

(6) all present and future goodwill belonging to Debtor and connected with or symbolized by the foregoing trademarks, service marks, trademark registrations, service mark registrations, trademark applications, service mark applications, tradenames, package and trade dress;

(7) all present and future licenses belonging to Debtor and pertaining to patents, patents pending, patent applications, trademarks, service marks, trademark registrations, service mark registrations, trademark applications, tradenames, copyrights, package and trade dress; and

(8) all proceeds of every nature of any or all of the foregoing personal property.

1. Obligations Secured by Collateral. The Collateral secures the payment and performance of all Obligations of Debtor to Secured Party as defined in that certain Loan and Security Agreement dated March 27, 1997, all supplements thereto, and any and all renewals and extensions thereof and amendments and modifications thereto (the "Loan Agreement").

2. Representations and Warranties. Debtor hereby represents, warrants and covenants that: (a) Debtor is the owner of the Collateral, free and clear of all liens, security interests, charges, encumbrances, setoffs, defenses and counterclaims of whatsoever kind or nature (except for the security interest granted to Secured Party); (b) Debtor has not made and will not make any assignment, pledge, mortgage, hypothecation, license, or transfer of the Collateral or the proceeds thereof

without the prior written consent of Secured Party; (c) this Agreement does not contravene any contractual restriction binding on Debtor, including but not limited to any license agreement pertaining to the Collateral; (d) there are no legal actions or administrative proceedings pending or to Debtor's actual knowledge threatened before any court or administrative agency involving the Collateral; and (e) Debtor will defend its title to the Collateral and Secured Party's interest therein against all present and future claims.

3. Use and Ownership Prior to Default. Debtor will retain legal and equitable title and the right to use the Collateral in the ordinary course of its business until an Event of Default has occurred under this Agreement. Debtor shall take all actions necessary to preserve and maintain the Collateral and its rights therein. Secured Party is hereby appointed as Debtor's attorney-in-fact to take any action necessary to maintain such Collateral, including but not limited to filing affidavits of continued use and renewing the trademarks and service marks included in such Collateral if Debtor fails to do so in a timely manner. Such appointment is coupled with an interest and shall be irrevocable until all Obligations secured hereby have been fully discharged. Debtor will reimburse Secured Party for all sums expended to maintain the Collateral, together with interest thereon at the rate described in the Loan Agreement. Notwithstanding the foregoing, Secured Party will not be required to maintain the Collateral and does not assume any other obligation or liability pertaining to the Collateral.

4. Events of Default. Debtor will have committed an Event of Default under this Agreement if: (a) there occurs any Event of Default under the Loan Agreement; or (b) Debtor fails to perform one or more obligations described in this Agreement.

5. Remedies on Default. In the event of any Event of Default under this Agreement, Secured Party shall be entitled to exercise all of the rights and remedies afforded to a secured party under the Uniform Commercial Code and all other remedies provided by law, by agreement or otherwise, including but not limited to the right to foreclose its security interests by public or private sale. All rights and remedies will be cumulative.

6. Indemnity. Debtor agrees to hold Secured Party harmless from and indemnify Secured Party for all claims, actions, liabilities and expenses (including attorney fees at trial and on appeal) pertaining to this Agreement and the Collateral.

7. Further Assurances. Debtor will execute and file such financing statements, continuation statements and other documents in any location that Secured Party may deem necessary or appropriate to perfect and preserve Secured Party's security interest in the Collateral, and Debtor hereby appoints Secured Party as Debtor's attorney-in-fact to execute the aforementioned documents, which appointment is coupled with an interest and shall be irrevocable until all Obligations secured hereby have been fully discharged.

8. Termination. This Agreement and Secured Party's security interest in the Collateral shall continue until all of the Obligations secured hereby have been fully discharged.

9. Waiver. No provision of this Agreement may be waived or modified except by a writing signed by the parties hereto. No waiver of any provision of this Agreement on one occasion will constitute a waiver of the same or any other provision on a future occasion.

TRADEMARK
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10. Governing Law. This agreement will be governed by the substantive laws of the state of Oregon.

11. Attorney Fees. Debtor agrees that in the event of any litigation pertaining to the rights and remedies provided for in this Agreement, the prevailing party will be entitled to recover its attorney fees, expenses and costs, at trial and on appeal.

Dated this 27th day of March, 1997.

DEBTOR:

PORTCO CORPORATION

By: _____
Thomas E. Leaptrott, Executive Vice President, Chief Financial Officer and Secretary

STATE OF OREGON)
) ss.
County of Multnomah)

On this 27th day of March, 1997, before me personally appeared Thomas E. Leaptrott, Executive Vice President, Chief Financial Officer and Secretary of Portco Corporation, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

OFFICIAL SEAL
PAMELA DECKER
NOTARY PUBLIC - OREGON
COMMISSION NO. [illegible]
MY COMMISSION EXPIRES [illegible] 1998

Pamela Decker
Notary Public for Oregon
My commission expires: 10-10-98

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TRADEMARK
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SCHEDULE 1

Patents

None

SCHEDULE 2

Trademarks

Mark	Country	Reg./Ser. No.	Reg. Date
EARTHGUARD	USA	1,685,312	5/5/92

SCHEDULE 3

Trade Names

None.

SCHEDULE 4

Copyrights

None