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10-08-99

To the Honorable Commissioner of Patents

Original documents or copy thereof

1. Name of conveying party(ies):

TreeSource Industries, Inc.

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal Address:

Street Address: 350 South Beverly Drive

Suite 200

City: Beverly Hills State: CA ZIP: 90212

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

Individual(s)

Association

General Partnership

Limited Partnership

Corporation-State Oregon

Other

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

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other

Execution Date: October 5, 1999

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,312,604

1,388,546

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  
Legal Assistant

Street Address: 2049 Century Park East  
21st Floor

City: Los Angeles State: CA ZIP: 90067

10/14/1999 DWUYEN 00000313 200052 1312604

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

20-0052

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481 40.00 CH  
02 FC:482 25.00 CH

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 a true copy of the original document.

Sara Hoehn

Name of Person Signing

David Adams

Sara Hoehn

Signature

October 6, 1999

Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK

REEL: 001974 FRAME: 0939

## TRADEMARKS

### Additional Names of Conveying Parties

TREESOURCE, INC., Debtor and Debtor in Possession  
BURKE LUMBER CO., Debtor and Debtor in Possession  
CENTRAL POINT LUMBER CO., Debtor and Debtor in Possession  
GLIDE LUMBER PRODUCTS CO., Debtor and Debtor in Possession  
MORTON FOREST PRODUCTS CO., Debtor and Debtor in Possession  
NORTH POWDER LUMBER CO., Debtor and Debtor in Possession  
PACIFIC HARDWOODS-SOUTH BEND CO., Debtor and Debtor in Possession  
SPANAWAY LUMBER CO., Debtor and Debtor in Possession  
TRASK RIVER LUMBER CO., Debtor and Debtor in Possession  
TUMWATER LUMBER CO., Debtor and Debtor in Possession  
WESTERN TIMBER CO., Debtor and Debtor in Possession

## PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of October 5, 1999, is made by TREESOURCE INDUSTRIES, INC., an Oregon corporation, ("TreeSource"), TREESOURCE, INC., an Oregon corporation ("TI"), BURKE LUMBER CO., an Oregon corporation ("Burke"), CENTRAL POINT LUMBER CO., an Oregon corporation ("Central"), GLIDE LUMBER PRODUCTS CO., an Oregon corporation ("Glide"), MORTON FOREST PRODUCTS CO., a Washington corporation ("Morton"), NORTH POWDER LUMBER CO., an Oregon corporation ("North Powder"), PACIFIC HARDWOODS-SOUTH BEND CO., a Washington corporation ("Pacific Hard"), SPANAWAY LUMBER CO., a Washington corporation ("Spanaway"), TRASK RIVER LUMBER CO., an Oregon corporation ("Trask"), TUMWATER LUMBER CO., a Washington corporation ("Tumwater"), and Western Timber Co. ("Western") (TreeSource, TI, Burke, Central, Glide, Morton, North Powder, Pacific Hard, Spanaway, Trask, Tumwater, and Western, each as a Debtor and Debtor in Possession are collectively referred to herein as "Grantors" and each individually as a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, as lender ("Lender").

### RECITALS

A. Pursuant to that certain Debtor in Possession Credit Agreement of even date herewith by and among Grantors and Lender (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lender has agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantors.

B. In order to induce Lender to enter into the Credit Agreement and the other Loan Documents and to induce Lender to extend the financial accommodations as provided for in the Credit Agreement, Grantors have agreed to execute and deliver to Lender that certain Security Agreement of even date herewith made by Grantors in favor of Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

C. Pursuant to the Security Agreement, Grantors are required to execute and deliver to Lender 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, Grantors and Lender 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. To secure the prompt and complete payment, performance and observance of all of the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender in accordance with Section 364(c) and (d) of the Bankruptcy Code a Lien upon all its right, title and interest in, to and under the following prepetition and postpetition assets of such Grantor or such Grantor's estate, whether now owned by or owing to, or hereafter acquired by or arising in favor of, such Grantor (including under any trade names, styles or derivations or such Grantor), and whether owned by or consigned by or to, or leased from or to, such Grantor, and regardless of where located (collectively, the "Intellectual Property Collateral"):

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

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

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

(d) all Goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other 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 of any Copyright or Copyright License, (C) past, present or future infringement or dilution of any Trademark or Trademark License, or (D) injury to the Goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, 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.

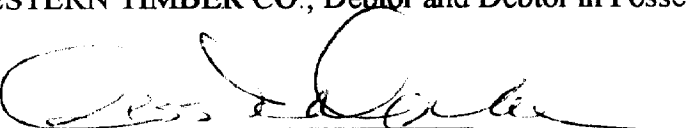
3. Security Agreement. The Lien granted pursuant to this Agreement is granted in conjunction with the Liens granted to Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Liens granted under this Agreement 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.

4. **STATUTE OF FRAUDS. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

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

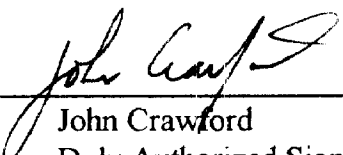
**"Grantors"**

TREESOURCE INDUSTRIES, INC., Debtor and Debtor in Possession  
TREESOURCE, INC., Debtor and Debtor in Possession  
BURKE LUMBER CO., Debtor and Debtor in Possession  
CENTRAL POINT LUMBER CO., Debtor and Debtor in Possession  
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TRASK RIVER LUMBER CO., Debtor and Debtor in Possession  
TUMWATER LUMBER CO., Debtor and Debtor in Possession  
WESTERN TIMBER CO., Debtor and Debtor in Possession

By:   
Jess R. Drake  
President

**"Lender"**

GENERAL ELECTRIC CAPITAL  
CORPORATION

By:   
John Crawford  
Duly Authorized Signatory

**SCHEDULE I  
TO  
PATENT, TRADEMARK AND COPYRIGHT SECURITY  
AGREEMENT**

**Part A**

**Patents**

**NONE**

**SCHEDULE I  
TO  
PATENT, TRADEMARK AND COPYRIGHT SECURITY  
AGREEMENT**

**Part B**  
**Trademarks**

1. Tree Design:

- Corporate name: TreeSource, Inc.
- State of Incorporation: Oregon
- International Class: 36
- Service Mark Registration No.: 1,388,546
- Filed: U.S. Patent and Trademark Office
- Date of First Use and First Use in Interstate Commerce: May 23, 1983
- Services: Lumber, wood veneer, and plywood brokerage services.

2. The name "TreeSource":

- Corporate Name: TreeSource, Inc.
- State of Incorporation: Oregon
- International Class: 35
- Service Mark Registration No.: 1,312,604
- Filed: U.S. Patent and Trademark Office
- Date of First Use and First Use in Interstate Commerce: May 23, 1983

- **Services: Sale of wood veneer produced by others to plywood manufacturers; sale of lumber and plywood products produced by others to wholesale and retail distributors.**



**SCHEDULE I  
TO  
PATENT, TRADEMARK AND COPYRIGHT SECURITY  
AGREEMENT**

**Part C**

**Copyrights**

**NONE**