

04-24-2001



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4-17-01

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

APR 17 2001

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
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year

Name Trus Joist MacMillan a Limited Partnership

12 31 2000

Formerly _____

7524451

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Weyerhaeuser Company

DBA/AKA/TA _____

Composed of _____

Address (line 1) 33663 Weyerhaeuser Way South

Address (line 2) _____

Address (line 3) Federal Way

WA / US

98003

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

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

Citizenship/State of Incorporation/Organization Washington

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002271 FRAME: 0213

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)		
<input type="text" value="75724451"/>	<input type="text" value="75723786"/>	<input type="text" value="761595995"/>	<input type="text" value="1552890"/>	<input type="text" value="1205359"/>	<input type="text" value="920512"/>
<input type="text" value="75911195"/>	<input type="text" value="75846216"/>	<input type="text" value="75846357"/>	<input type="text" value="851719"/>	<input type="text" value="1776541"/>	<input type="text" value="1793691"/>
<input type="text" value="75910970"/>	<input type="text" value="75910968"/>	<input type="text" value="75911160"/>	<input type="text" value="1873867"/>	<input type="text" value="1371302"/>	<input type="text" value="1821371"/>

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.

Peter E. Heuser

4/6/2001

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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)
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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

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

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

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

75910971	75911132	75910969
76008457	76030118	76030119
76040849	76084678	76085694
76085331	76085695	76085327
76124889	76148656	76148655
76172164		

1828167	1939890	997143
1913342	1962794	1908490
1992449	2289396	2258918
2258917	2255098	2361123
2417934		

**BLANKET ASSIGNMENT AND ASSUMPTION AGREEMENT
FOR
TRUS JOIST MACMILLAN A LIMITED PARTNERSHIP**

This Blanket Assignment and Assumption Agreement ("Agreement") is entered into by and between TRUS JOIST MACMILLAN A LIMITED PARTNERSHIP, a Delaware limited partnership ("Assignor"), and WEYERHAEUSER COMPANY, a Washington corporation ("Assignee") and is effective as of 11:58:59 p.m. Central Standard Time on December 31, 2000.

WITNESSETH:

WHEREAS, Assignor was formed as a limited partnership under the Delaware Revised Uniform Limited Partnership Act (6 Del. C. § 17-101, *et seq.*) pursuant to an Agreement of Limited Partnership of the Partnership, dated as of September 30, 1991, as amended;

WHEREAS, Assignee is party to the *Partnership Dissolution Agreement for Trus Joist MacMillan A Limited Partnership* dated as of December 31, 2000 ("Dissolution Agreement") regarding, *inter alia*, the voluntary dissolution of Assignor;

WHEREAS, Assignee is the sole general partner of Assignor;

WHEREAS, Pursuant to the Dissolution Agreement, the parties desire to liquidate and dissolve Assignor; and

WHEREAS, Assignor desires to assign and Assignee desires to assume all of Assignor's assets, rights, liabilities, and obligations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained, the parties agree as follows:

1. **BLANKET ASSIGNMENT.** For good and valuable consideration, receipt of which is hereby acknowledged, and notwithstanding that certain of such assets, rights, liabilities, and obligations may be transferred, assigned, or conveyed by separate specific agreements, Assignor hereby assigns, transfers, and conveys to Assignee, its successors and assigns, all of Assignor's right, title, and interest of every kind and character whatsoever in and to all of Assignor's assets, rights, liabilities, obligations, and associated goodwill including, but not limited to, the following:
 - (A) All contracts, agreements, leases, legally enforceable commitments, and other arrangements of whatever nature.
 - (B) All real property including fee ownership and other interests.
 - (C) All personal property including tangible and intangible.
 - (D) All intellectual property of whatever nature including, but not limited to, all right and interest in patents, trademarks, trade names, trade secrets, copyrights, and other proprietary rights.
 - (E) All transferable governmental licenses, permits, and approvals.

(F) All claims.

(G) All liabilities and obligations of whatever nature.

Assignor also hereby constitutes and appoints Assignee, its successors and assigns, Assignor's true and lawful attorney, with full power of substitution, in Assignor's name and stead, but on behalf of and for the benefit of Assignee, its successors and assigns, to demand and receive any and all of Assignor's assets and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute in Assignor's name, or otherwise, at the expense and for the benefit of Assignee, its successors and assigns, any and all proceedings at law, in equity, or otherwise that Assignee, its successors or assigns may deem proper for the collection or reduction to possession of any of Assignor's assets or for the collection and enforcement of any claim or right of any kind hereby conveyed, transferred, and assigned, and to do all acts and things in relation to Assignor's assets that Assignee, its successors or assigns, shall deem desirable, Assignor hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason whatsoever. Notwithstanding any provision to the contrary, the power of attorney set forth herein shall survive and not be affected by the dissolution or termination of the Assignor.

2. **BLANKET ASSUMPTION.** For good and valuable consideration, receipt of which is hereby acknowledged, and notwithstanding that certain of such assets, rights, liabilities, and obligations may be transferred, assumed, or conveyed by separate specific agreements, Assignee hereby assumes and agrees to perform all liabilities and obligations of Assignor relating to the assignment set forth in this Agreement. Assignee hereby further agrees to indemnify and hold harmless Assignor from and against any and all liabilities relating to the assignment set forth in this Agreement.

3. **OTHER.**

- (A) **THIRD PARTY CONSENTS.** This Agreement shall not constitute an assignment of any contract, lease, agreement, license, permit, approval, claim or other matter if the attempted assignment of the same without the consent of the other party thereto would constitute a breach thereof or in any way adversely affect the rights of the Assignor thereunder. Until such consent has been obtained, the Assignor shall act as agent for Assignee in order to obtain for Assignee the benefits thereunder.
- (B) **AUTHORITY.** Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further corporate approvals or consents are required to bind such party.
- (C) **COOPERATION.** The parties shall cooperate fully with each other to the end that the assets and title thereto shall be fully and effectively transferred to and vested in Assignee. Such cooperation shall include execution and delivery of such instruments, consents, notices, acknowledgments, applications and other documents, as may be reasonably requested by either party hereto.
- (D) **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

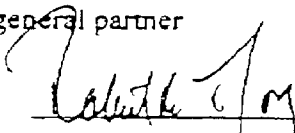
- (E) **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, will not release the other party of any of its obligations under this Agreement, nor will any purported oral modification or rescission of this Agreement by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, right, condition, or provision hereof will constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, right, condition, or provision.
- (F) **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Agreement, the parties will each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Agreement including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Agreement.
- (G) **GOVERNING LAW.** This Agreement shall be interpreted in accordance with the laws of the State of Delaware, all rights and remedies being governed by such laws.
- (H) **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EXECUTED AND EFFECTIVE as of the date first above written.

ASSIGNOR

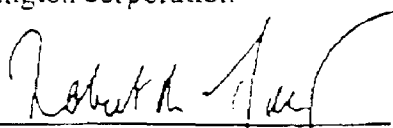
TRUS JOIST MACMILLAN A LIMITED PARTNERSHIP,
a Delaware limited partnership

By: **WEYERHAEUSER COMPANY,**
as general partner

By: 
Robert A. Dowdy
Its: Vice President

ASSIGNEE

WEYERHAEUSER COMPANY,
a Washington corporation

By: 
Robert A. Dowdy
Its: Vice President