



03-19-2002

04-02-2002

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



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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Form PTC  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings

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

1. Name of conveying party(ies):

TREESOURCE INDUSTRIES, INC.  
BURKE LUMBER CO.

3-19-02

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

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

3. Nature of conveyance:

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

Execution Date: March 12, 2002

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal  
Address:

Street Address: 6701 Center Drive West, Ste. 520

City: Los Angeles State: CA Zip: 90045

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,312,604  
1,388,546

Additional number(s) attached  Yes  No

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

Name: Murphy Sheneman Julian & Rogers

Internal Address: Bryan Snyder, Legal Asst.

Street Address: 2049 Century Park East  
Suite 2100

City: Los Angeles State: CA Zip: 90067

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65

- 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)

**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.

Bryan Snyder, Legal Assistant

Name of Person Signing

Signature

3/14/02

Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

04/02/2002 AAHME1 00000027 200052 1312604

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

**TRADEMARK**  
**REEL: 002473 FRAME: 0315**

COLUMBIA FALLS FOREST PRODUCTS, INC  
MORTON FOREST PRODUCTS CO.  
NORTH POWDER LUMBER CO.  
PACIFIC HARDWOODS-SOUTH BEND CO.  
PACIFIC SOFTWOODS CO  
PHILOMATH FOREST PRODUCTS CO  
SEDRO-WOLLEY LUMBER, CO.  
TREESOURCE INTERNATIONAL, INC  
VALLEY WOOD PRODUCTS CO.

## 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 March 1, 2002, is made by TREESOURCE INDUSTRIES, INC., an Oregon corporation ("TreeSource"), BURKE LUMBER CO., an Oregon corporation ("Burke"), COLUMBIA FALLS FOREST PRODUCTS, INC., a Montana corporation ("Columbia"), 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 Hardwoods"), PACIFIC SOFTWOODS CO., an Oregon corporation ("Pacific Softwoods"), PHILOMATH FOREST PRODUCTS CO., an Oregon corporation ("Philomath"), SEDRO-WOOLLEY LUMBER, CO., a Washington corporation ("Sedro-Woolley"), TREESOURCE INTERNATIONAL, INC., a Guam corporation ("TreeSource Intl."), and VALLEY WOOD PRODUCTS CO., a Washington corporation ("Valley Wood") (TreeSource, Burke, Columbia, Morton, North Powder, Pacific Hardwoods, Pacific Softwoods, Philomath, Sedro-Woolley, TreeSource Intl., and Valley Wood, are collectively referred to herein as "Grantors" and each individually as a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as lender ("Lender").

### RECITALS

A. Pursuant to that certain Loan and Security Agreement dated as of March \_\_, 2002, 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 "Loan and Security Agreement"), Lender has agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantors.

B. Pursuant to the Loan and Security Agreement, Grantors are required to execute and deliver to Lender this 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 Schedule A to the Loan and Security 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 to Lender a Lien upon all its right, title and interest in, to and under the following assets of such Grantor, 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 of 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. Loan and Security Agreement. The Lien granted pursuant to this Agreement is granted in conjunction with the Liens granted to Lender pursuant to the Loan and 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 Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

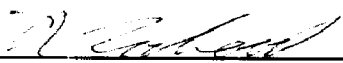
4. **STATUTE OF FRAUDS. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

**[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.

**"Grantors"**

TREESOURCE INDUSTRIES, INC.  
BURKE LUMBER CO.  
COLUMBIA FALLS FOREST PRODUCTS, INC.  
MORTON FOREST PRODUCTS CO.  
NORTH POWDER LUMBER CO.  
PACIFIC HARDWOODS-SOUTH BEND CO.  
PACIFIC SOFTWOODS CO.  
PHILOMATH FOREST PRODUCTS CO.  
SEDRO-WOLLEY LUMBER, CO.  
TREESOURCE INTERNATIONAL, INC.  
VALLEY WOOD PRODUCTS CO.

By:   
Robert W. Lockwood  
President

**"Lender"**

GENERAL ELECTRIC CAPITAL  
CORPORATION

By: \_\_\_\_\_  
Patricia Green  
Duly Authorized Signatory

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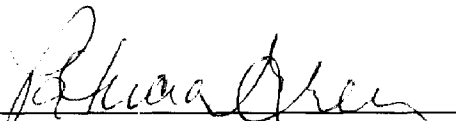
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TREESOURCE INTERNATIONAL, INC.  
VALLEY WOOD PRODUCTS CO.

By: \_\_\_\_\_  
Robert W. Lockwood  
President

**"Lender"**

GENERAL ELECTRIC CAPITAL  
CORPORATION

By:   
Patricia Green  
Duly Authorized Signatory

SCHEDULE I  
to  
PATENT, TRADEMARK AND  
COPYRIGHT SECURITY AGREEMENT

(PART A)

PATENTS

-NONE-

(PART B)

TRADEMARKS\*

<u>Description</u>	<u>Owner Registration</u>	<u>Licensee (if any)</u>	<u>Type</u>
"TreeSource"	1,312,604	None	Service Mark International Class 35
Tree Design	1,388,546	None	Service Mark International Class 36

\*The Owner of the trademarks is TreeSource Industries, Inc.

(PART C)

COPYRIGHTS

-NONE-