

01-07-2003



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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

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

1. Name of conveying party(ies): Trus Joist MacMillan A Limited Partnership
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Weyerhaeuser Company
Internal Address: Law Dept., IP Group, CH 1J27
Street Address: 33663 Weyerhaeuser Way South
City: Federal Way State: WA Zip: 98003
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Washington
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 12/31/2000

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75/916975
B. Trademark Registration No.(s)
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Peter E. Heuser, Esq.
Internal Address: Suite 200
Street Address: 520 SW Yamhill Street
City: Portland State: OR Zip: 97204

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41) \$ 40.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:
For deficiency or credit only: 11-1540

DO NOT USE THIS SPACE

9. Signature.
Peter E. Heuser, Reg. No. 27,902
Name of Person Signing
Signature
Date 12-26-02

Total number of pages including cover sheet, attachments, and document: 4

01/06/2003 TIAZ1 00000121 75916975 40.00 DP

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

TRADEMARK REEL: 2642 FRAME: 0841

**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.

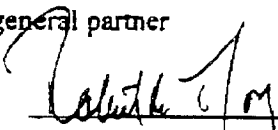
- (E) **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, will not release the other party of any of its obligations 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

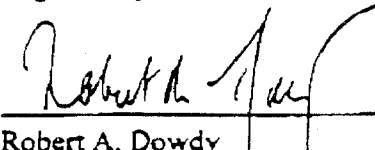
TRUS JOIST MACMILLAN A LIMITED PARTNERSHIP,
a Delaware limited partnership

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