TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SWANSON GROUP, INC.		10/31/2003	CORPORATION: OREGON
SWANSON GROUP SALES CO.		10/31/2003	CORPORATION: OREGON
SWANSON-SUPERIOR, LLC		10/31/2003	Limited Liability Comapny: OREGON
SUPERIOR LEASING, LLC		10/31/2003	Limited Liability Company: OREGON
SUPERIOR HELICOPTER, LLC		10/31/2003	Limited Liability Company: OREGON
SUPERIOR LUMBER, LLC		10/31/2003	Limited Liability Company: OREGON
SUN STUDS LLC		10/31/2003	Limited Liability Company: OREGON

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	6130 Stoneridge Mall Road, Suite 300
City:	Pleasanton
State/Country:	CALIFORNIA
Postal Code:	94588
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2698945	SWANSON GROUP

CORRESPONDENCE DATA

Fax Number: (202)371-5950
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-216-8602
Email: eanderson@winston.com
Correspondent Name: Allan A. Fanucci

CH $40.00 2698945

Address Line 1:	1400 L Street, N.W.
Address Line 2:	Patent Department
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005-3502

ATTORNEY DOCKET NUMBER:	250022.89
NAME OF SUBMITTER:	Elizabeth Anderson

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of October 31, 2003, is made by SWANSON GROUP, INC., an Oregon corporation ("Swanson"), SWANSON GROUP SALES CO., an Oregon corporation ("Sales"), SWANSON-SUPERIOR, LLC, an Oregon limited liability company ("Swan-Sup"), SUPERIOR LEASING, LLC, an Oregon limited liability company ("Leasing"), SUPERIOR HELICOPTER, LLC, an Oregon limited liability company ("Helicopter"), SUPERIOR LUMBER, LLC, an Oregon limited liability company ("Lumber"), and SUN STUDS LLC, an Oregon limited liability company ("Studs") (Swanson, Sales, Swan-Sup, Leasing, Helicopter, Lumber and Studs being collectively referred to herein as "Grantors" and individually as a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, ("Lender").

RECITALS

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

B. In order to induce Lender to extend such 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 Trademark 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, each Grantor and Lender hereby agree as follows:

I. 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.

II. 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 a Lien upon all its right, title and interest in, to and under the following property, 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 divisions of such Grantor), and regardless of where located (collectively, the "Trademark Collateral"):

A. all of such Grantor's Trademarks and Trademark Licenses to which it is a party, including those referred to in Schedule I hereto;

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B. all reissues, continuations or extensions of the foregoing;

C. 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

D. 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 or dilution of any Trademark or Trademark License, or (B) 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.

III. 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.

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

"Grantors"

SWANSON GROUP, INC.

By: _____
Chuck W. Wert
Executive Vice President

SWANSON GROUP SALES CO.

By: _____
Chuck W. Wert
Vice President

SUN STUDS LLC

By: SWANSON GROUP, INC., its Managing Member

By: _____
Chuck W. Wert
Executive Vice President

SUPERIOR HELICOPTER, LLC

By: SWANSON GROUP, INC., its Managing Member

By: _____
Chuck W. Wert
Executive Vice President

SUPERIOR LUMBER, LLC

By: SWANSON GROUP, INC., its Managing Member

By: _____
Chuck W. Wert
Executive Vice President

SWANSON-SUPERIOR, LLC

By: SWANSON GROUP, INC., its Managing Member

By: _____
Chuck W. Wert
Executive Vice President

SUPERIOR LEASING, LLC

By: SUPERIOR HELICOPTER, LLC, its Member

By: SWANSON GROUP, INC., its Managing Member

By: _____
Chuck W. Wert
Executive Vice President

[signatures continued on the following page]

Agreed and Acknowledged by:

"Lender"

GENERAL ELECTRIC CAPITAL
CORPORATION

By: _____
Eugene P. Seip
Duly Authorized Signatory

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

1. Trade name of Swanson Group, Registration #2698945

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RECORDED: 12/05/2003 REEL: 002758 FRAME: 0453