

1-31-92

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

Patent and Trademark Office  
Attorney Docket No: LANM230238

To the Director - U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
 West Fraser Mills Ltd.  
 Individuals                       Association  
 General Partnership               Limited Partnership  
 Corporation of British Columbia  
 Other \_\_\_\_\_  
 Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
 Name: West Fraser (South), Inc.  
 Address: 401 Thomas Road, Suite Two  
 City: West Monroe State: Louisiana  
 ZIP: 71292  
 Individual(s) citizenship \_\_\_\_\_  
 Association State of \_\_\_\_\_  
 General Partnership State of \_\_\_\_\_  
 Limited Partnership State of \_\_\_\_\_  
 Corporation-State State of Delaware  
 Other \_\_\_\_\_  
 If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designation 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 Trademark License Agreement  
 Execution date: October 27, 2003

4. Application number:  
 A. Trademark Application No. 78/311,092  
 Additional numbers attached?  Yes  No

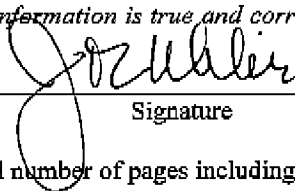
B. Trademark Registration No(s).  
 Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed.  
 James R. Uhlir, Esq.  
 CHRISTENSEN O'CONNOR  
 JOHNSON KINDNESS<sup>PLLC</sup>  
 1420 Fifth Avenue  
 Suite 2800  
 Seattle, WA 98101-2347  
 206.682.8100

6. Total number of applications and registrations involved: 1  
 7. Total fee (37 CFR 3.41):..... \$ 40.00  
 8. The Director is authorized to charge any fees that may be required or credit any overpayment to Deposit Account Number 03-1740.

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.*  
James R. Uhlir  
 Name of Attorney or Agent  
 Registration No. 25,096  
 Direct Dial 206.695.1703

 2/5/04  
 Signature Date  
 Total number of pages including cover sheet, attachments and document: 11

OMB No. 0651-0011 (exp. 4/94)

CERTIFICATE OF TRANSMISSION

I hereby certify that this Trademark License Agreement for U.S. Trademark Application No. 78/311,092 is being facsimile transmitted to: Commissioner for Trademarks, U.S. Patent and Trademark Office, Facsimile No. 703-306 5995, on February 5th, 2004.

  
 (Signature) 00064457

Kelli Jo Bannister  
 (Typed name of person signing the certificate)

TRADEMARK

REEL: 002788 FRAME: 0589

CH \$40.00 031740 78311092

**TRADEMARK LICENSE AGREEMENT**

**THIS AGREEMENT** is dated October 27, 2003.

**AMONG:**

**WEST FRASER MILLS LTD.**, a company incorporated under the laws of British Columbia, having an office at Suite 1000 – 1100 Melville Street, Vancouver, British Columbia, V6E 4A6

("Mills")

**AND:**

**WEST FRASER (SOUTH), INC.**, a corporation incorporated under the laws of the State of Delaware, having an office at 401 Thomas Road, Suite Two, West Monroe, Louisiana, United States of America, 71292

("South")

**WHEREAS:**

(A) Mills is the registered owner of the WEST FRASER trade mark (Registration number TMA511819) and the W/F TREE DESIGN trade mark (Registration number TMA511818) in Canada;

(B) Mills is the owner of the W/F TREE DESIGN trade mark (Serial number 78/311,092) in the United States of America;

(C) South does not hold any right, title or interest in and to the Trademarks or has not registered or applied to register any of the Trademarks;

(D) South wishes to use the Trademarks in association with its marketing of the Wares; and

(E) Mills is willing to grant a license to South to use the Trademarks upon the terms and conditions herein set forth;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that the parties AGREE as follows:

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**PART 1**  
**DEFINITIONS AND INTERPRETATION**

**Definitions**

1.1 In this Agreement, including the recitals, except as otherwise expressly provided or unless the context otherwise requires,

(a) **"Affiliate"** of, or a Person **"Affiliated"** with, a particular Person, means a Person that, directly or indirectly, controls, is under common control with or is controlled by the Particular Person, and for the purposes of this Agreement, a Person will be deemed to control a corporation, limited liability corporation or other body corporate, if

(i) securities of the corporation, limited liability corporation or other body corporate, to which are attached more than 50% of the votes that may be cast to elect directors of the corporation, limited liability corporation or other body corporate, (or other members of the governing body of the corporation limited liability corporation or other body corporate, if it has no board of directors) or other rights to elect a majority of directors or such other members are held, other than by way of security or pledge only, by or for the benefit of that Person, and

(ii) the votes attached to those securities are sufficient, or such rights are sufficient, if exercised, to elect a majority of the directors (or other members of the governing body of the corporation, limited liability corporation or other body corporate, if it has no board of directors) of the corporation, limited liability corporation or other body corporate, notwithstanding how the votes attached to any other such securities may be exercised,

(b) **"Business Day"** means a day that is not a Saturday or a Sunday or a British Columbia provincial or Canadian federal holiday,

(c) **"Governmental Authority"** means, the government of a Canadian province or territory, and the government of any other applicable country or state, and each ministry, department, commission, board, bureau or other agency of, or municipality, regional district or other local governing body established by, any such government, or other political subdivision thereof, and includes any Person exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, any such government,

(d) **"License"** means a license granted by Mills pursuant to §2.1,

(e) **"Person"** means an individual, corporation, body corporate, firm, limited liability company, partnership, syndicate, joint venture, society, association, trust or unincorporated organization or Governmental Authority or trustee, executor, administrator or other legal representative,

(f) **"Trademarks"** means collectively the West Fraser Trademark and the W/F Tree Logo Trademark,

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- (g) **“Wares”** means lumber and plywood;
- (h) **“W/F Tree Logo”** means the trade mark registered at the Canadian Intellectual Property Office under registration number TMA511818 and the trademark application filed at the United States Patent and Trademark Office under serial number 78/311,092; and
- (i) **“West Fraser Trademark”** means the trademark registered at the Canadian Intellectual Property Office under registration number TMA511819.

### **Interpretation**

1.2 In this Agreement, except as otherwise expressly provided or unless the context otherwise requires,

- (a) **“this Agreement”** means this Trademark License Agreement, as from time to time supplemented or amended by one or more agreements entered into pursuant to the applicable provisions hereof,
- (b) the headings in this Agreement are inserted for convenience only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof,
- (c) the word **“including”**, when following any general statement or term, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope,
- (d) all accounting terms not otherwise defined herein have the meanings assigned to them, and all calculations to be made hereunder are to be made, in accordance with generally accepted accounting principles of Canada applied on a consistent basis,
- (e) a reference to a statute includes all regulations made thereunder, all amendments to the statute or regulations in force from time to time, and any statute or regulation that supplements or supersedes such statute or regulations,
- (f) a reference to an entity includes any successor to that entity,
- (g) words importing the masculine gender include the feminine or neuter, words in the singular include the plural, words importing a corporate entity include individuals, and vice versa,
- (h) a reference to **“approval”**, **“authorization”** or **“consent”** means written approval, authorization or consent, and
- (i) a reference to a Part is to a Part of this Agreement or to a Part of a Schedule hereto and the symbol § followed by a number or some combination of numbers and

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letters refers to the section, paragraph, subparagraph, clause or subclause of this Agreement so designated.

## **PART 2 TRADEMARK LICENSE**

### **Grant of License**

2.1 Mills hereby grants to South, subject to the terms and conditions contained in this Agreement, a non-exclusive, non-transferable, worldwide, royalty-free license to use the Trademarks in association with

- (a) the Wares produced by South or an Affiliate of South or a licensee thereof,
- (b) South's name; and
- (c) South's promotional materials, advertisements, manuals and other material used in South's business.

### **Conditions of Grant of Licenses**

2.2 The granting of the License by Mills pursuant to §2.1 is subject to the following conditions:

- (a) South accepts that its usage of the Trademarks will at all times be under the control of Mills, acting reasonably, and South will co-operate with Mills in facilitating the exercise of such control by Mills;
- (b) South will at all times adhere to the standards governing the quality of the Wares produced by it and all related advertising and promotional material provided in association with the Trademarks used by it that are set from time to time by Mills;
- (c) South will supply to Mills, upon Mills' reasonable request, specimens of each of its usages of the Trademarks;
- (d) Mills may at any time, at its sole discretion, require South to use the Trademarks only in the form and manner prescribed by Mills in accordance with this Agreement and with the legend,

"trademark owned by West Fraser Mills Ltd. and used under license by West Fraser (South), Inc.",

or such other legend as may be reasonably prescribed from time to time by Mills;

- (e) South will use the Trademarks only in association with the uses set forth in §2.1 and with no other wares or services; and

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(f) South will not contest, or do anything inconsistent with, the validity of the Trademarks or Mills' right, title and interest in and to the Trademarks.

#### **Maintenance and Administration of Trademarks**

2.3 Mills will have

- (a) the right of sole conduct of all legal and administrative proceedings and negotiations with third parties relating to the Trademarks,
- (b) the sole right to determine whether or not any action will be taken in respect of any infringement of any of the Trademarks by a third party, and
- (c) the sole right to file suit to prevent any infringement or further infringement of any of the Trademarks and to prosecute such suit or suits at its own expense.

#### **Right of Conduct of Legal Proceedings**

2.4 Notwithstanding §2.3, Mills and South will each have the full right to conduct legal proceedings with third parties relating to the use of the Trademarks in connection with the Wares, and related negotiations, either together or individually, but Mills will have the right to direct South in such activities, if Mills pays South's cost of so complying, and South will comply with all such directions.

### **PART 3**

#### **SUBLICENSING AND ASSIGNMENT**

##### **No Sublicenses**

3.1 Subject to §3.2, South will not grant any sublicense to use the Trademarks.

##### **Sublicense by Licensee**

3.2 As long as the License granted to South hereunder remains in full force and effect, South may sublicense its rights under this Agreement to any subsidiary of South if such subsidiary enters into an agreement with South in respect of such sublicense, which agreement will contain substantially the same conditions and restrictions on use of such sublicense as set forth in this Agreement.

##### **Licensee Responsible for Breaches by Subsidiaries**

3.3 South covenants and agrees on demand to indemnify Mills against all losses, claims, costs, damages, expenses (including, without limitation, reasonable legal fees and disbursements on a solicitor and own client basis), demands and injury in any manner accruing from, arising out of or with respect to a breach by any subsidiary of South to which a sublicense is granted pursuant to §3.2.

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### **No Assignment by Licensees**

3.4 South will not transfer or assign this Agreement or any of its rights granted hereunder without the prior written consent of Mills, which consent may be arbitrarily withheld.

### **Assignment by Mills**

3.5 This Agreement may be assigned or transferred, in whole or in part, by Mills.

## **PART 4**

### **TERM AND TERMINATION**

#### **Commencement and Term of License**

4.1 The License granted pursuant to this Agreement will commence on the date hereof and, unless terminated as provided herein, will remain in full force and effect until the date on which neither Mills nor any Affiliate of Mills owns any shares in the capital of South.

#### **Termination by Licensee**

4.2 South may terminate its rights under this Agreement, at any time and without cause, by delivering at least 30 days' written notice to Mills.

#### **Termination of any License by Mills**

4.3 If South breaches any of the terms or conditions of this Agreement and if such breach is not cured or resolved within 30 days after receipt of written notice by South of such breach, Mills may terminate South's rights under this Agreement.

#### **Actions on Termination**

4.4 Upon expiry or earlier termination of South's rights under this Agreement, South

(a) will forthwith, and in any event not more than 30 days after such expiry or termination, file the necessary documents to change South's business name to a name which does not include the Trademarks or any word which could reasonably be confused with the Trademarks,

(b) will cease any and all uses of the Trademarks as soon as reasonably possible and in any event within one month after the date of such expiry or termination,

(c) after the cessation of its uses of the Trademarks within the time period referred to in §4.4(b) not do anything inconsistent with the validity of the Trademarks or inconsistent with Mills' ownership of the Trademarks, and for greater certainty and without limitation, will not use the Trademarks or any word or design which could reasonably be confused with the Trademarks either as a trademark or a trade name or as an element in a trademark or a trade name.

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### **Use of Trademark on Existing Inventory After Expiry or Termination**

4.5 Notwithstanding §4.4(b) and §4.4(c), South may continue to use the Trademarks on any of its inventory produced before the end of the one month period referred to in §4.4(b).

### **No Waiver by Mills**

4.6 Where Mills has the right pursuant to §4.3 to terminate South's rights under this Agreement and does not exercise that right, such forbearance will not be deemed to be a waiver by Mills of any right Mills otherwise has to terminate South's rights under this Agreement upon any subsequent or future event.

## **PART 5 APPLICABLE LAW**

### **Applicable Law**

5.1 This Agreement is and will be deemed to have been made in British Columbia and the construction, validity and performance of this Agreement will be governed in all respects by the laws of British Columbia.

## **PART 6 GENERAL**

### **Modifications, Approvals and Consents**

6.1 No amendment, modification, supplement, termination or waiver of any provision of this Agreement will be effective unless in writing signed by the appropriate party and then only in the specific instance and for the specific purpose given.

### **Further Assurances**

6.2 The parties will execute such further assurances and other documents and instruments and do such further and other things as may be necessary to implement and carry out the intent of this Agreement.

### **Entire Agreement**

6.3 The provisions in this Agreement constitute the entire agreement among the parties hereto and supersede all previous expectations, understandings, communications, representations and agreements, whether verbal or written among such parties.



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**Notices**

6.4 A written notice or other written communication (each for the purposes of this §6.4, §6.5 and §6.6, a "Notice") required or permitted to be given hereunder will be given by hand delivery or electronic facsimile at the respective addresses listed below and directed to the applicable party at:

(a) in the case of Mills

Suite 1000 - 1100 Melville Street  
Vancouver, B.C.  
V6E 4A6

Attention: Chief Financial Officer  
Facsimile: (604) 681-6061

(b) in the case of South

401 Thomas Road  
Suite Two  
West Monroe, Louisiana  
U.S.A., 71292

Attention: The General Manager  
Facsimile: (318) 340-6064

**Change of Address**

6.5 A party may at any time, by Notice to the others, change its address to some no less convenient address and will so change its address whenever its address ceases to be suitable for delivery by hand.

**Deemed Receipt**

6.6 A Notice delivered or sent as aforesaid will be deemed conclusively to have been effectively given and received on the day Notice was delivered or sent as aforesaid if it was delivered or sent on a day that was a Business Day or on the next day that is a Business Day if it was delivered or sent on a day that was not a Business Day.

**Enurement**

6.7 This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

**Severability**

6.8 If any provision contained in this Agreement is found by any court, arbitrator or Governmental Authority, for any reason, to be invalid, illegal or unenforceable in any respect in any jurisdiction,

(a) the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby, unless in either case as a result of such determination this Agreement would fail in its essential purpose, and

(b) the parties will use their best efforts to substitute for any provision that is invalid, illegal or unenforceable in any jurisdiction a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of such invalid, illegal or unenforceable provision and of this Agreement.

**Counterparts**

6.9 This Agreement may be executed in any number of counterparts in original form or by electronic facsimile, each of which will together, for all purposes, constitute one and the same instrument, binding on the parties, and each of which will together be deemed to be an original, notwithstanding that all of the parties are not signatories to the same counterpart or facsimile.

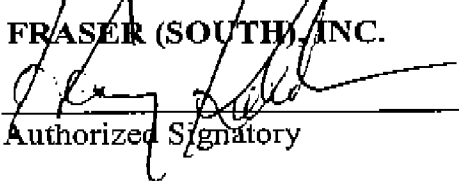
IN WITNESS WHEREOF the parties have duly executed this Agreement on the day and year first above written.

**WEST FRASER MILLS LTD.**

Per:   
Authorized Signatory

Per:   
Authorized Signatory

**WEST FRASER (SOUTH) INC.**

Per:   
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory