

Form PTO-1594  
(rev 06/04)

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

U. S. Department of Commerce  
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

**1. Name of conveying party(ies)/Execution Date(s):**

Potlatch Corporation

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

Citizenship Delaware

Execution Date(s) August 25, 2004

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

**2. Name and Address of receiving party(ies)**

Additional name(s) & address(es) attached?  Yes  No

Name: Ainsworth Engineered USA, LLC

Internal Address: \_\_\_\_\_

Street Address: Suite 3194 Bentall 4, P.O. Box 49307, 1055 Dunsmuir Street

City: Vancouver

State: British Columbia

Country: Canada                      Zip: V7X 1L3

- Association – Citizenship \_\_\_\_\_
- General Partnership – Citizenship \_\_\_\_\_
- Limited Partnership – Citizenship \_\_\_\_\_
- Corporation – Citizenship \_\_\_\_\_
- Other Limited Liability Company
- Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No.

**3. Nature of conveyance:**

- Assignment                       Merger
- Security Agreement               Change of Name
- Government Interest Assignment
- Other \_\_\_\_\_

**4. Application number(s) or registration number(s):**

A. Trademark Application No(s).

B. Trademark Registration No(s).

187663	1192131	2633207
2608256	85566	2660795
2644459	2789595	

Additional numbers attached?  Yes  No

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

Jonathan Seiden, Esq.  
 SKADDEN, ARPS, SLATE, MEAGHER  
 & FLOM LLP  
 Four Times Square  
 New York, New York 10036  
 Tel: (212) 735-3000  
 Fax: (212) 735-2000  
 JSEIDEN@skadden.com

**6. Total number of applications and registrations involved:**

8

**7. Total fee (37 CFR 1.21(h) and 3.41) \$180**

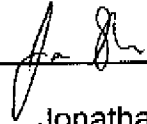
All fees and any deficiencies are authorized to be charged to Deposit Account  
**(Our Ref. 019290/11)**

**8. Payment Information**

Deposit Account No. 19-2385

Authorized user Name: Michael McGuire

**9. Signature.**

  
 \_\_\_\_\_  
 Signature  
 Jonathan Seiden, Esq.  
 Name of Person Signing

September 23, 2004

Date

Total number of pages including cover sheet, and documents:

5

CH \$215.00 192385 0187663

## **ASSIGNMENT OF TRADEMARKS**

This ASSIGNMENT OF TRADEMARKS, dated as of September 22, 2004 ("Assignment"), by Potlatch Corporation, a corporation organized under the laws of the State of Delaware, and having a place of business at 601 West Riverside Avenue, Suite 110, Spokane, Washington 99201 ("Assignor"), in favor of Ainsworth Engineered (USA), LLC, a limited liability company organized under the laws of Delaware, and having a place of business at Suite 3194 Bentall 4, P.O. Box 49307, 1055 Dunsmuir Street, Vancouver, British Columbia, Canada V7X 1L3 ("Assignee").

### **W I T N E S S E T H**

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated August 25, 2004 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor all of the right, title and interest of Assignor in and to the trademark registrations listed on Schedule A hereto (the "Trademarks") among other Purchased Assets (as defined in the Asset Purchase Agreement); and

**WHEREAS**, Assignor desires to sell, convey, transfer, assign, and deliver to Assignee, and Assignee desires to acquire, all of Assignor's right title and interest in and to the Trademarks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, convey, transfer, assign, and deliver to Assignee all of Assignor's right, title and interest in and to (i) the Trademarks; (ii) the goodwill of the business symbolized by the Trademarks; (iii) all causes of action (either in law or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, dilution, unfair competition, or other violation of the Trademarks; (iv) all income, royalties, damages and payments now or hereafter due or payable with respect to the Trademarks; and (v) all rights corresponding thereto throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Trademarks, and to issue any and all Trademarks to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor shall reasonably cooperate with Assignee in executing appropriate assignment documents provided by Assignee required for completing the formalities to secure to Assignee the rights hereby transferred, upon request of Assignee.

**IN WITNESS WHEREOF**, the undersigned have caused this to be executed as of the date above first written.

POTLATCH CORPORATION

By: Gerald L. Zuehlke  
Name: Gerald L. Zuehlke  
Title: VP Finance, CFO

**SCHEDULE A TO ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES**

<b>Country</b>	<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Record Owner</b>
United States	OXboard	187663	1/26/1982	Potlatch Corporation
United States	OXboard Logo	1192131	3/16/1982	Potlatch Corporation
United States	OXterminator	2633207	10/8/2002	Potlatch Corporation
United States	LuminOX	2608256	8/13/2002	Potlatch Corporation
United States	OXterminator	85566	9/18/2002	Potlatch Corporation
United States	OXterminator & Design	2660795	12/10/2002	Potlatch Corporation
United States	Luminox & Design	2644459	10/29/2002	Potlatch Corporation
United States	OXtreme	2789595	12/2/2003	Potlatch Corporation