

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sabalito, L.L.C.		10/15/2004	limited liability company: OREGON

RECEIVING PARTY DATA	
Name:	SierraPine
Street Address:	2151 Professional Drive
Internal Address:	Suite 200
City:	Roseville
State/Country:	CALIFORNIA
Postal Code:	95661
Entity Type:	LIMITED PARTNERSHIP: CALIFORNIA

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2409018	MIRACLE BOARD
Registration Number:	2597297	PLYVENEER

CORRESPONDENCE DATA	
Fax Number:	(503)228-9446
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(503) 226-7391
Email:	ptotmdocket@klarquist.com
Correspondent Name:	David P. Petersen, Esq.
Address Line 1:	121 S.W. Salmon Street
Address Line 2:	One World Trade Center, Suite 1600
Address Line 4:	Portland, OREGON 97204

ATTORNEY DOCKET NUMBER:	7183-69613-01
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NAME OF SUBMITTER:	Taunya Wilcox
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Total Attachments: 3

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**TRADEMARK
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ASSIGNMENT OF SECURITY INTEREST

This Assignment of Security Interest is between SierraPine, a California limited partnership, composed of Emmerson Investments, Inc., a California corporation, a general partner; and Rockland Timber Co., a Delaware corporation, a general partner (hereinafter "SierraPine"); and Sabalito L.L.C., an Oregon limited liability company, one member of which is James Lambert, (hereinafter Sabalito L.L.C. is referred to as "Sabalito"). This Assignment of Security Interest is effective as of the date of signing by the last of the parties to sign below.

The parties acknowledge and agree as follows:


1. The parties have entered into an Agreement for the Sale and Purchase of Business Assets (hereinafter "Sales Agreement") relating to certain equipment and other assets. The Sales Agreement included an Assignment of Intellectual Property Assets, the Intellectual Property Assets being defined in Paragraph 2 below. The Sales Agreement was entered into on or about the date of execution of this Assignment of Security Interest.
2. The Intellectual Property Assets shall mean:
 - (a) The trademark PLYVENEER for wood products, namely, wood veneer, wood veneer laminate, U.S. Registration No. 2,597,297 for the mark PLYVENEER, and whatever good will of the business Assignor has associated with the trademark PLYVENEER;
 - (b) The trademark MIRACLE BOARD for plastic laminated corrugated paper panels primarily for use in the construction of wall partitions, room dividers, desk and tabletops and coffins, U.S. Registration No. 2,409,018 for the mark MIRACLE BOARD, and whatever good will of the business Assignor has associated with the trademark MIRACLE BOARD; and
 - (c) U.S. Patent No. 5,674,593 entitled STRUCTURAL LAMINATE WITH CORRUGATED CORE AND RELATED METHOD.
3. Sabalito desires to assign to SierraPine a security interest in the Intellectual Property Assets to secure the performance of the Sales Agreement between the parties. To secure the performance of all obligations of Sabalito as set out in the Sales Agreement, Sabalito hereby assigns to SierraPine a security interest in all of the Intellectual Property Assets. Sabalito shall take such steps and execute and deliver such financing statements and other papers as SierraPine may from time to time request. Sabalito agrees that a photocopy or other reproduction of this Assignment of Security Interest of the Sales Agreement, or of any financing statement executed by Sabalito (or its successor) is sufficient as a financing statement. In the event that Sabalito (or its successor) becomes a defaulting party or party in breach of the Sales Agreement in accordance with the terms of the Sales Agreement, and at any time thereafter, SierraPine shall have, in addition to all other rights and remedies, the remedies of a secured party under the Uniform Commercial Code of Oregon (regardless of whether the Code has been enacted in the jurisdiction where rights or remedies are asserted).

4. The existence of this Assignment of Security Interest shall not be construed to prevent either party from assigning its rights in accordance with the Sales Agreement.
5. The parties acknowledge and agree that this Assignment of Security Interest may be recorded by SierraPine in the United States Patent and Trademark Office and with other governmental authorities as deemed appropriate by SierraPine.
6. This Assignment of Security Interest shall expire upon the satisfaction by Sabalito of all obligations to SierraPine under the underlying Sales Agreement.
7. SierraPine will prepare and file appropriate documents releasing its security interest in the Intellectual Property Assets upon full satisfaction by Sabalito of all Sabalito's obligations to SierraPine under the Sales Agreement and upon request of such release documents from Sabalito.
8. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.
9. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, will be the same as delivery of an original. At the request of any party, the parties will confirm facsimile transmitted signatures by signing an original document.

ASSIGNOR:

SIERRAPINE
A California Limited Liability Company

by EMMERSON INVESTMENTS, INC.
General Partner of SierraPine

By: 
Name: M D EMMERSON
Title: VP

Date: 10.14.04

by ROCKLAND TIMBER CO.
General Partner of SierraPine

By: _____
Name: _____
Title: _____

Date: _____

ASSIGNEE:

SABALITO L.L.C.

By: _____
Name: James Lambert
Title: Manager

Date: _____

4. The existence of this Assignment of Security Interest shall not be construed to prevent either party from assigning its rights in accordance with the Sales Agreement.
5. The parties acknowledge and agree that this Assignment of Security Interest may be recorded by SierraPine in the United States Patent and Trademark Office and with other governmental authorities as deemed appropriate by SierraPine.
6. This Assignment of Security Interest shall expire upon the satisfaction by Sabalito of all obligations to SierraPine under the underlying Sales Agreement.
7. SierraPine will prepare and file appropriate documents releasing its security interest in the Intellectual Property Assets upon full satisfaction by Sabalito of all Sabalito's obligations to SierraPine under the Sales Agreement and upon request of such release documents from Sabalito.
8. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.
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ASSIGNOR:

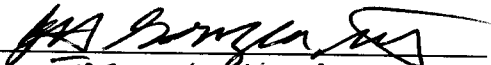
SIERRAPINE
A California Limited Liability Company

by EMMERSON INVESTMENTS, INC.
General Partner of SierraPine

By: _____
Name: _____
Title: _____

Date: _____

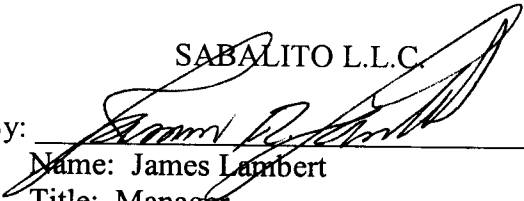
by ROCKLAND TIMBER CO.
General Partner of SierraPine

By: 
Name: JOSEPH H. GONZALEZ III
Title: VP

Date: 10/15/04

ASSIGNEE:

SABALITO L.L.C.

By: 
Name: James Lambert
Title: Manager

Date: 10/15/04