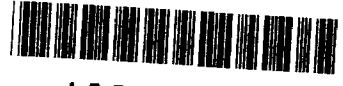


MPD 11-18-04

11-19-2004



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

BOISE PACKAGING & NEWSPRINT, L.L.C.

 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: JPMORGAN CHASE BANK, N.A. (F/K/A JPMORGAN CHASE BANK)
Internal Address: _____
Street Address: P.O. BOX 2558
City: HOUSTON State: TX Zip: 77252

 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Bank _____
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: 10/29/2004

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

A. Trademark Application No.(s)
SEE ATTACHED.

B. Trademark Registration No.(s)
SEE ATTACHED.

Additional number(s) attached Yes No

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

Internal Address: Federal Research Corporation

Street Address: 1030 15th Street, NW
Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40⁰⁰
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

BRADLEY R. PETERSEN *Bradley R. Petersen* 11/17/2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 25

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

11/19/2004 GT0N11 00000242 1463445

01 FC:8521 40.00 OP
02 FC:8524 120.00 OP

TRADEMARK
REEL: 002979 FRAME: 0465

**TRADEMARK/TRADE NAMES OWNED BY
BOISE PACKAGING & NEWSPRINT, L.L.C.**

U.S. Trademark Registrations

<u>MARK</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
PERFORMAPAK	11/3/1987	1,463,445

Non-U.S. Trademark Registrations

<u>Country</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Benelux	X-PLY	11/6/81	378636
Finland	X-PLY	10/20/83	87106
France	X PLY	3/2/91	1651224
Italy	X-PLY	12/9/92	583076

TRADEMARK SECURITY AGREEMENT, dated as of October 29, 2004, among BOISE CASCADE HOLDINGS, L.L.C., BOISE LAND & TIMBER HOLDINGS CORP., (together, the "Holding Companies"), BOISE CASCADE, L.L.C., BOISE LAND & TIMBER CORP., (together, the "Borrowers"), the subsidiaries of the Borrowers listed on Schedule I hereto (the "Subsidiary Parties") and JPMORGAN CHASE BANK, as Collateral Agent (the "Collateral Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among the Holding Companies, the Borrowers, the Subsidiary Parties and the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement dated as of October 29, 2004 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")) by and among the Holding Companies, the Borrowers and JPMorgan Chase Bank, as Administrative Agent. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each of the Holding Companies and the Subsidiary Parties are affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Guarantee and Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United

States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "Trademarks");

(b) all goodwill associated therewith or symbolized thereby; and

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to Article IV of the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BOISE CASCADE HOLDINGS, L.L.C.,

by

Tom Carlile
Name: **Tom Carlile**
Title: **Chief Financial Officer**

BOISE LAND & TIMBER HOLDINGS
CORP.,

by

Tom Carlile
Name: **Tom Carlile**
Title: **Chief Financial Officer**

BOISE CASCADE, L.L.C.,

by

Tom Carlile
Name: **Tom Carlile**
Title: **Chief Financial Officer**

BOISE LAND & TIMBER CORP.,

by

Tom Carlile
Name: **Tom Carlile**
Title: **Chief Financial Officer**

BOISE ALABAMA LAND & TIMBER,
L.L.C.,

by

Tom Carlile
Name: **Tom Carlile**
Title: **Chief Financial Officer**

BOISE BUILDING SOLUTIONS
MANUFACTURING, L.L.C.,

by

Tom Carlile
Name: **Tom Carlile**
Title: **Chief Financial Officer**

BOISE BUILDING SOLUTIONS
MANUFACTURING HOLDINGS CORP.,

by

Tom Carlile

Name: Tom Carlile

Title: Chief Financial Officer

BOISE BUILDING SOLUTIONS
DISTRIBUTION, L.L.C.,

by

Tom Carlile

Name: Tom Carlile

Title: Chief Financial Officer

BOISE CASCADE AVIATION, L.L.C.,

by

Tom Carlile

Name: Tom Carlile

Title: Chief Financial Officer

BC BRAZIL INVESTMENT
CORPORATION,

by

Tom Carlile

Name: Tom Carlile

Title: Chief Financial Officer

BC CHINA CORPORATION,

by

Tom Carlile

Name: Tom Carlile

Title: Chief Financial Officer

BC CHILE INVESTMENT
CORPORATION,

by

Tom Carlile

Name: Tom Carlile

Title: Chief Financial Officer

BOISE CASCADE FINANCE
CORPORATION,

by Tom Carlile

Name: **Tom Carlile**
Title: **Chief Financial Officer**

B C T, INC.,

by Tom Carlile

Name: **Tom Carlile**
Title: **Chief Financial Officer**

BOISE CASCADE TRANSPORTATION
HOLDINGS CORP.,

by Tom Carlile

Name: **Tom Carlile**
Title: **Chief Financial Officer**

BOISE CENTRAL WASHINGTON LAND
& TIMBER, L.L.C.,

by Tom Carlile

Name: **Tom Carlile**
Title: **Chief Financial Officer**

BOISE IDAHO LAND & TIMBER, L.L.C.,

by Tom Carlile

Name: **Tom Carlile**
Title: **Chief Financial Officer**

BOISE LOUISIANA LAND & TIMBER,
L.L.C.,

by Tom Carlile

Name: **Tom Carlile**
Title: **Chief Financial Officer**

BOISE MINNESOTA LAND & TIMBER,
L.L.C.,

by

Tom Carlile
Name: Tom Carlile
Title: Chief Financial Officer

BOISE NORTHEAST OREGON LAND &
TIMBER, L.L.C.,

by

Tom Carlile
Name: Tom Carlile
Title: Chief Financial Officer

BOISE NORTHEAST WASHINGTON
LAND & TIMBER, L.L.C.,

by

Tom Carlile
Name: Tom Carlile
Title: Chief Financial Officer

BOISE NORTHWEST OREGON LAND &
TIMBER, L.L.C.,

by

Tom Carlile
Name: Tom Carlile
Title: Chief Financial Officer

BOISE PACKAGING & NEWSPRINT,
L.L.C.,

by

Tom Carlile
Name: Tom Carlile
Title: Chief Financial Officer

BOISE SOUTHERN OREGON LAND &
TIMBER, L.L.C.,

by

Tom Carlile
Name: Tom Carlile
Title: Chief Financial Officer

[[NYCORP-2437218]]

BOISE WHITE PAPER, L.L.C.,

by

Tom Carlile
Name: **Tom Carlile**
Title: **Chief Financial Officer**

BOISE WHITE PAPER HOLDINGS
CORP.,

by

Tom Carlile
Name: **Tom Carlile**
Title: **Chief Financial Officer**

INTERNATIONAL FALLS POWER
COMPANY,

by

Tom Carlile
Name: **Tom Carlile**
Title: **Chief Financial Officer**

MINNESOTA, DAKOTA & WESTERN
RAILWAY COMPANY,

by

Tom Carlile
Name: **Tom Carlile**
Title: **Chief Financial Officer**

JPMORGAN CHASE BANK, AS
COLLATERAL AGENT,

by

Name:
Title:

[[NYCORP-2437218]]

BOISE WHITE PAPER, L.L.C.,

by

Name:
Title:

BOISE WHITE PAPER HOLDINGS
CORP.,

by

Name:
Title:

INTERNATIONAL FALLS POWER
COMPANY,

by


Name:
Title:

MINNESOTA, DAKOTA & WESTERN
RAILWAY COMPANY,

by

Name:
Title:

JPMORGAN CHASE BANK, AS
COLLATERAL AGENT,

by 

Name:
Title: William J. Caggiano
Managing Director

[[NYCORP:2437218]]

Schedule I

SUBSIDIARY PARTIES

1. Boise Alabama Land & Timber, L.L.C.
2. Boise Building Solutions Manufacturing, L.L.C.
3. Boise Building Solutions Manufacturing Holdings Corp.
4. Boise Building Solutions Distribution, L.L.C.
5. Boise Cascade Aviation, L.L.C.
6. BC Brazil Investment Corporation
7. BC China Corporation
8. BC Chile Investment Corporation
9. Boise Cascade Finance Corporation
10. B C T, Inc.
11. Boise Cascade Transportation Holdings Corp.
12. Boise Central Washington Land & Timber, L.L.C.
13. Boise Idaho Land & Timber, L.L.C.
14. Boise Louisiana Land & Timber, L.L.C.
15. Boise Minnesota Land & Timber, L.L.C.
16. Boise Northeast Oregon Land & Timber, L.L.C.
17. Boise Northeast Washington Land & Timber, L.L.C.
18. Boise Northwest Oregon Land & Timber, L.L.C.
19. Boise Packaging & Newsprint, L.L.C.
20. Boise Southern Oregon Land & Timber, L.L.C.
21. Boise White Paper, L.L.C.
22. Boise White Paper Holdings Corp.
23. International Falls Power Company
24. Minnesota, Dakota & Western Railway Company

**TRADEMARK/TRADE NAMES OWNED BY
BOISE CASCADE, L.L.C.**

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
CASCADE	10/10/72	0,944,711
CASCADE	11/9/76	1,052,301
BOISE CASCADE	10/3/78	1,103,419
TREE-IN-A-CIRCLE DESIGN	12/29/81	1,183,781
TREE-IN-A-CIRCLE DESIGN	8/16/88	1,500,789
TREE-IN-A-CIRCLE DESIGN	9/6/88	1,503,401
TREE-IN-A-CIRCLE DESIGN	3/6/90	1,585,562
CASCADE	1/6/98	2,127,606
BOISE	9/21/99	2,279,010

U.S. Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
WORK. BUILD. CREATE	1/14/02	76/358,978
BOISE	1/14/02	76/358,793
CASCADE	1/16/04	78/352,952
CASCADE	1/16/04	78/352,784

Non-U.S. Trademark Registrations

<u>Country</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Argentina	TREE-IN-A-CIRCLE DESIGN	4/16/2001	1825152
Argentina	TREE-IN-A-CIRCLE DESIGN	4/16/201	1825153
Argentina	TREE-IN-A-CIRCLE DESIGN	4/16/2001	1825154
Argentina	TREE-IN-A-CIRCLE DESIGN	4/16/2001	1825155

Schedule II to the
Trademark Security Agreement

<u>Country</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Argentina	TREE-IN-A-CIRCLE DESIGN	4/16/2001	1825156
Argentina	TREE-IN-A-CIRCLE DESIGN	4/16/2001	1825157
Argentina	TREE-IN-A-CIRCLE DESIGN	4/16/2001	1825158
Argentina	TREE-IN-A-CIRCLE DESIGN	4/16/2001	1825159
Argentina	TREE-IN-A-CIRCLE DESIGN	4/16/2001	1825160
Argentina	TREE-IN-A-CIRCLE DESIGN	4/16/2001	1825161
Argentina	TREE-IN-A-CIRCLE DESIGN	4/16/2001	1825162
Argentina	TREE-IN-A-CIRCLE DESIGN	4/16/2001	1825163
Argentina	TREE-IN-A-CIRCLE DESIGN	4/16/2001	1825164
Argentina	TREE-IN-A-CIRCLE DESIGN	4/18/2001	1825445
Argentina	BOISE CASCADE	10/31/2001	1849591
Argentina	BOISE CASCADE	10/31/2001	1849592
Argentina	BOISE CASCADE	10/31/2001	1849593
Argentina	BOISE CASCADE	10/31/2001	1849594
Argentina	BOISE CASCADE	10/31/2001	1849595
Argentina	BOISE CASCADE	10/31/2001	1849596
Argentina	BOISE CASCADE	10/31/2001	1849597
Argentina	BOISE CASCADE	10/31/2001	1849598
Argentina	BOISE CASCADE	10/31/2001	1849599
Argentina	BOISE CASCADE	10/31/2001	1849600
Argentina	CASCADE	10/31/2001	1849601
Argentina	CASCADE	10/31/2001	1849602
Argentina	CASCADE	10/31/2001	1849604
Argentina	CASCADE	10/31/2001	1849606
Argentina	CASCADE	10/31/2001	1849607
Argentina	CASCADE	10/31/2001	1849608

Schedule II to the
Trademark Security Agreement

<u>Country</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Argentina	CASCADE	10/31/2001	1849609
Argentina	CASCADE	10/31/2001	1849610
Argentina	CASCADE	10/31/2001	1849611
Argentina	CASCADE	10/31/2001	1849612
Argentina	CASCADE	11/6/2001	1850651
Argentina	BOISE CASCADE	11/12/2001	1851371
Argentina	BOISE CASCADE	11/12/2001	1851372
Argentina	CASCADE	11/12/2001	1851373
Argentina	CASCADE	11/12/2001	1851374
Argentina	BOISE CASCADE	12/17/2001	1855667
Argentina	BOISE CASCADE	12/19/2001	1855853
Argentina	CASCADE	10/31/2001	1861276
Canada	CASCADE	5/20/29	TMDA46375
Canada	TREE-FANCIFUL & DESIGN	3/15/91	TMA381,488
Chile	BOISE CASCADE	7/10/1998	516.493
Chile	TREE-IN-A-CIRCLE DESIGN	8/9/2002	638.842
Chile	TREE-IN-A-CIRCLE DESIGN	10/25/2002	646.867
Chile	BOISE CASCADE	4/28/1998	511104
Chile	CASCADE	2/21/2002	513979
China	CASCADE	4/28/1988	511105
China	CASCADE	3/7/1997	956148
China	CASCADE	3/7/1997	957867
China	BOISE CASCADE CORPORATION	3/7/1997	957868
China	TREE-IN-A-CIRCLE DESIGN	3/7/1997	957869
China	CASCADE	3/14/1997	962775
China	TREE-IN-A-CIRCLE DESIGN	3/14/1997	963383

Schedule II to the
Trademark Security Agreement

<u>Country</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
China	CASCADE	3/14/1997	963539
China	BOISE CASCADE CORPORATION	3/21/1997	964099
China	TREE-IN-A-CIRCLE DESIGN	3/21/1997	964100
China	TREE-IN-A-CIRCLE DESIGN	3/21/1997	964125
China	CASCADE	3/21/1997	964129
China	BOISE CASCADE CORPORATION	3/21/1997	964130
China	CASCADE	6/4/1998	964418
China	TREE-IN-A-CIRCLE DESIGN	3/21/1997	964419
China	BOISE CASCADE CORPORATION	3/21/1997	964426
China	BOISE CASCADE CORPORATION	3/21/1997	967524
China	TREE-IN-A-CIRCLE DESIGN	3/28/1997	971542
China	BOISE CASCADE	4/7/1997	977132
China	TREE-IN-A-CIRCLE DESIGN	4/28/1997	994849
China	CASCADE	5/7/1997	1000878
China	BOISE CASCADE CORPORATION	5/7/1997	1000880
China	CASCADE	6/14/1997	1027867
China	BOISE CASCADE CORPORATION	6/14/1997	1027868
China	TREE-IN-A-CIRCLE DESIGN	6/14/1997	1027880
China	BOISE CASCADE CORPORATION	6/28/1997	1039079
China	CASCADE	6/28/1997	1039080
China	TREE-IN-A-CIRCLE DESIGN	6/28/1997	1039081
China	TREE-IN-A-CIRCLE DESIGN	10/21/1997	1120030
China	BOISE CASCADE	10/21/1997	1120050
China	CASCADE	10/21/1977	1120064
China	BOISE CASCADE	10/21/1997	1120783
China	TREE-IN-A-CIRCLE DESIGN	10/21/1997	1120785

Schedule II to the
Trademark Security Agreement

<u>Country</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
China	CASCADE	10/21/1997	1120788
China	TREE-IN-A-CIRCLE	10/28/1997	1122580
China	CASCADE	10/28/1997	1122581
China	BOISE CASCADE	10/28/1997	1122582
China	CASCADE	10/28/1977	1122994
China	BOISE CASCADE	10/28/1997	1122995
China	TREE-IN-A-CIRCLE DESIGN	10/28/1997	1123364
China	TREE-IN-A-CIRCLE DESIGN	12/21/1997	1137109
China	CASCADE	1/7/1998	1140045
China	BOISE CASCADE	1/7/1998	1140051
European Community	CASCADE	7/1/1996	319194
European Community	TREE-IN-A-CIRCLE DESIGN	7/1/1996	319,467
European Community	BOISE CASCADE	7/1/1996	329433
Germany	TREE-IN-A-CIRCLE DESIGN	6/16/81	1019141
Japan	BOISE CASCADE	10/31/90	2277043
Japan	BOISE CASCADE	12/26/90	2294243
Japan	BOISE CASCADE	4/30/91	2306952
Japan	BOISE CASCADE	7/31/11	2318748
Japan	TREE-IN-A-CIRCLE DESIGN	8/30/91	2325746
Japan	TREE-IN-A-CIRCLE DESIGN	12/25/91	2359174
Japan	TREE-IN-A-CIRCLE DESIGN	1/31/92	2368673
Japan	TREE-IN-A-CIRCLE DESIGN	3/31/92	2397376
Japan	TREE-IN-A-CIRCLE DESIGN	1/29/93	2493512
Mexico	BOISE CASCADE	2/26/1997	542606
Mexico	BOISE CASCADE	2/26/1997	542607
Mexico	CASCADE	2/26/1997	542608

Schedule II to the
Trademark Security Agreement

<u>Country</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Mexico	CASCADE	2/26/1997	542609
Mexico	TREE-IN-A-CIRCLE DESIGN	2/16/1997	542610
Mexico	TREE-IN-A-CIRCLE DESIGN	3/20/1997	544102
Mexico	TREE-IN-A-CIRCLE DESIGN	3/20/1997	544103
Mexico	TREE-IN-A-CIRCLE DESIGN	3/24/1997	544397
Mexico	BOISE CASCADE	3/25/1997	544648
Mexico	CASCADE	3/25/1997	544649
Mexico	TREE-IN-A-CIRCLE DESIGN	3/31/1997	545345
Mexico	TREE-IN-A-CIRCLE DESIGN	4/25/1997	546987
Mexico	TREE-IN-A-CIRCLE DESIGN	4/25/1997	546988
Mexico	BOISE CASCADE	9/26/1997	559209
Mexico	CASCADE	9/26/1997	559210
Mexico	BOISE CASCADE	10/27/1998	590921
Mexico	BOISE CASCADE	10/27/1998	590922
Mexico	BOISE CASCADE	10/27/1998	590923
Mexico	BOISE CASCADE	10/27/1998	590924
Mexico	BOISE CASCADE	10/27/1998	590925
Mexico	CASCADE	10/27/1998	590926
Mexico	CASCADE	10/27/1998	590927
Mexico	CASCADE	10/27/1998	590928
Mexico	CASCADE	3/21/1997	590929
Mexico	CASCADE	10/27/1998	590930
Mexico	TREE-IN-A-CIRCLE DESIGN	11/25/1999	633365
Mexico	TREE-IN-A-CIRCLE DESIGN	11/25/1999	633366
New Zealand	BOISE	1/3/01	630050
New Zealand	BOISE	1/3/01	630052

Schedule II to the
Trademark Security Agreement

<u>Country</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
New Zealand	BOISE	1/3/01	630053
New Zealand	BOISE CASCADE	1/3/01	630056
New Zealand	BOISE	4/24/02	655967
New Zealand	BOISE	4/24/02	655969
New Zealand	BOISE	4/24/02	655970
Russian Federation	BOISE CASCADE	2/17/1997	150082
Russian Federation	CASCADE	2/28/1997	150473
Russian Federation	TREE-IN-A-CIRCLE DESIGN	4/30/1997	152054

Non-U.S. Trademark Applications

<u>Country</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
Australia	BOISE	7/12/02	919684
Canada	BOISE	7/12/02	1,146,332
European Community	BOISE	2/9/04	3654639

**TRADEMARK/TRADE NAMES OWNED BY
BOISE WHITE PAPER, L.L.C.**

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
SUMMIT	11/20/62	0,740,924
PERFECTOWEB	1/26/65	0,784,025
SUMMIT	7/7/81	1,159,974
ISAP	2/3/87	1,427,763
KAP	4/14/87	1,436,639
GULFBRITE	4/28/87	1,437,630
SWIFT RIVER	12/15/87	1,468,713
TIMBERLINE BOND	11/2/93	1,802,697
LITE KOTE	3/21/1995	1,885,703
TONER GRIP	2/10/1998	2,135,927
ARRIVL	7/13/1999	2,261,702
FLEX-O-FOLD	7/27/1999	2,265,356
DATAGRIP	8/3/1999	2,267,136
CHECK PROTECT	11/16/1999	2,292,769
KNOCKOUT	9/19/2000	2,388,494
PENTAGON	12/5/2000	2,411,129
FLEXONEWS	1/30/2001	2,425,545
WYOMING BOOK	5/28/2002	2,573,147
RATTANWEAVE	7/2/2002	2,589,429
X-9000	2/11/2003	2,685,989
OH!PAQUE	2/18/2003	2,689,527
DAKOTA DIGITAL BOOK	12/23/2003	2,797,246

Schedule II to the
Trademark Security Agreement

U.S. Trademark Applications

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
BEWARE	7/15/04	78/447,193
ADHESIVE MOCK-UP PAPER abandoned 5/14/04	6/14/02	76/420,997
VERITHERM	5/31/01	76/265,666
SPLOX	1/23/03	78/206,517
JACK RABBIT	1/23/03	78/206,507
CASCADE BOOK	10/4/00	76/141,772
MONTANA BOOK	10/4/00	76/141,769

Non-U.S. Trademark Registrations

<u>Country</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Australia	SPLOX	5/19/2003	954452
Canada	ARRIVL	9/22/1999	TMA516,710
Canada	WYOMING BOOK	6/27/2003	TMA584,361
Canada	X-9000	5/5/2004	TMA609,400
Germany	SECOR & DESIGN	11/27/75	938295
Mexico	ARRIVL	11/30/1998	594848

Non-U.S. Trademark Applications

<u>Country</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
Argentina	SPLOX		
Brazil	SPLOX		826452035
Canada	MONTANA BOOK	3/28/01	1,097,746
Canada	OH!PAQUE	6/28/01	1,107,872
Canada	VERITHERM	7/27/01	1,111,018

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<u>Country</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
Canada	ADHESIVE MOCK-UP PAPER	10/3/02	1,154,236
Canada	DAKOTA DIGITAL BOOK	4/8/03	1,173,143
Canada	SPLOX	5/20/03	1,177,358
European Community	SPLOX	5/20/03	3176501
Mexico	SPLOX	8/11/2003	803313
New Zealand	SPLOX	5/19/03	679264

**TRADEMARK/TRADE NAMES OWNED BY
BOISE PACKAGING & NEWSPRINT, L.L.C.**

U.S. Trademark Registrations

<u>MARK</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
PERFORMAPAK	11/3/1987	1,463,445

Non-U.S. Trademark Registrations

<u>Country</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Benelux	X-PLY	11/6/81	378636
Finland	X-PLY	10/20/83	87106
France	X PLY	3/2/91	1651224
Italy	X-PLY	12/9/92	583076

**TRADEMARK/TRADE NAMES OWNED BY
BOISE BUILDING SOLUTIONS MANUFACTURING, L.L.C.**

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
TRU-PLY	9/14/1965	795,880
TRU-FORM	4/5/1966	806,593
SUPER STEP	12/8/1981	1,181,130
SUPER SHELF	12/8/1981	1,181,131
VERSA-LAM	5/8/1990	1,585,401
BCI	5/1/1990	1,594,251
VERSA-LAM PLUS	5/1/1990	1,594,252
CASCADE CREST	5/19/1992	1,687,884
BC FRAMER	1/4/1994	1,815,347
VERSA-RIM	10/18/1994	1,859,173
SIMPLE FRAMING SYSTEM	5/28/1996	1,977,458
ALLJOIST	11/24/1998	2,206,077
VERSA-DECK	12/29/1998	2,215,433
KINDLE-KWIK	7/13/1999	2,261,535
VERSA-STUD	6/20/2000	2,360,614
BC CALC	10/17/2000	2,395,722
JOIST REWARDS	7/31/2001	2,474,486
BOISE GOLD	6/4/2002	2,575,790
JOIST REWARDS & DESIGN	10/22/2002	2,640,657
BOISE CLASSIC	1/21/2003	2,677,231
VERSA-STRAND	11/18/2003	2,784,632
BC TRACKER	1/20/2004	2,807,130

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Trademark Security Agreement

U.S. Trademark Applications

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
AJS	5/14/04	76/592,383
BOISE ALL BEAM	1/24/02	76/363,146
BOISE GLULAM	1/23/02	76/362,590
BOISE ALL BEAM	1/5/04	78/347,928

Non-U.S. Trademark Registrations

<u>Country</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Argentina	CASCADA ARGENTINA	8/11/1999	1748257
Brazil	CASCADA BRAZIL	7/11/2000	820684554
Canada	CASCADE CREST	6/28/1991	TMA386,267
Canada	ALLJOIST	8/2/97	TMA481,677
Chile	CASCADA CHILE	9/30/1998	522,954
Mexico	CASCADA MEXICO	6/26/1998	579408
United Kingdom	VERSA-DECK	7/28/1999	2204152
United Kingdom	BCI	7/28/1999	2204161
United Kingdom	BC FRAMER	7/28/1999	2204170
United Kingdom	VERSA-RIM PLUS	7/28/1999	2204173
United Kingdom	VERSA-RIM	7/28/1999	2204175
United Kingdom	VERSA-LAM	7/28/1999	2204177
United Kingdom	VERSA-LAM PLUS	7/28/1999	2204179
United Kingdom	BC RIM BOARD	2/21/2000	2223075
United Kingdom	BC CALC	2/21/2000	2223076
United Kingdom	VERSA-STRAND	11/30/2000	2254487
United Kingdom	BC SLICEDBREAD	2/14/2001	2261267

Non-U.S. Trademark Applications

Schedule II to the
Trademark Security Agreement

<u>Country</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
Canada	BOISE ALL BEAM	7/22/02	1,147,013
Canada	BOISE GLULAM	7/22/02	1,147,014