

05-12-2005

5/12/05



102902637

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):

Bank of America, N.A., as Agent

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

Citizenship (see guidelines) _____

Execution Date(s) April 19, 2005

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Trademarks
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: The Pacific Lumber Company

Internal _____

Address: _____

Street Address: 125 Main Street

City: Scotia

State: CA

Country: USA Zip: 95565

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship Delaware

Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

See Continuation of item 4 attached hereto

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins

Street Address: 233 S. Wacker Drive
Suite 5800, Sears Tower

City: Chicago

State: IL Zip: 60606

Phone Number: 312-876-7628

Fax Number: 312-993-9767

Email Address: linda.kastner@lw.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 315.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Linda R. Kastner
Signature

May 11, 2005

Date

Linda R. Kastner

Total number of pages including cover sheet, attachments, and document: 7

Name of Person Signing

Documents ~~675-00-01~~ (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

05/13/2005 DBYRNE 00000001 2500377
01 FC:8521
02 FC:8522

05/13/2005 DBYRNE 00000002 2500377
01 FC:8523 120.00 DP

Continuation of Item 2 to the Trademark Recordation Form Cover Sheet

Additional Receiving Party:

**Britt Lumber Co., Inc.
105 Alder Grove Rd.
Arcata, CA 95521**

Corporation - California

Continuation of Item 4 to the Trademark Recordation Form Cover Sheet

2,590,377	2,028,422	1,208,406	734,786
1,910,091	2,053,140	1,362,640	2,683,542
2,370,981	2,140,792	734,785	2,833,677

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of April 19, 2005 by Bank of America, N.A., as Agent ("Bank of America").

WHEREAS, Bank of America, The Pacific Lumber Company and Britt Lumber Co., Inc. (The Pacific Lumber Company and Britt Lumber Co., Inc. collectively, the "Assignors"), entered into that certain Intellectual Property Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), dated as of January 23, 2004;

WHEREAS, pursuant to the Security Agreement the Assignors granted Bank of America a security interest in, among other things, certain trademarks, tradenames, corporate names, company names, business names, fictitious business names, service marks, logos, trade styles, terms, designs and other business identifiers, and all registrations and recordings thereof, and all applications in connection therewith ("Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto as security for certain obligations of Assignors to Bank of America;

WHEREAS, Bank of America recorded the Security Agreement on February 3, 2004 at Reel 002910, Frame 0182 in the United States Patent and Trademark Office; and

WHEREAS, Assignors have requested that Bank of America release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank of America hereby agrees as follows:

Bank of America hereby fully releases, cancels and terminates all of Bank of America's rights, title, interest and liens in and on:

(a) all of Assignors' now existing or hereafter acquired right, title and interest in and to: all Trademarks, including, without limitation, all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared or appear and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Assignors' business connected with the use of or symbolized by Trademarks; and

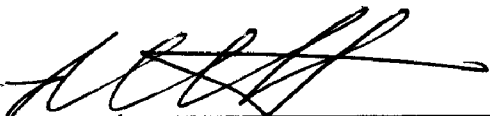
(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Assignors against third parties for infringement of the Trademarks or of any license with respect thereto.

Bank of America further agrees, at the sole cost and expense of Assignors, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

* * *

IN WITNESS WHEREOF, Bank of America has caused this Release of Trademarks to be duly executed as of the day and year first above written.

BANK OF AMERICA, N.A., as Agent

By: 
Name: Robert M. Dalton
Title: Vice President

SCHEDULE A

2,590,377	2,028,422	1,208,406	734,786
1,910,091	2,053,140	1,362,640	2,683,542
2,370,981	2,140,792	734,785	2,833,677

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