

05-19-2005



REC
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103006204

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

5-17-05

1. Name of conveying party(ies):

PW Eagle, Inc.
1550 Valley River Drive
Eugene, Oregon 97401

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Fleet Capital Corporation

Internal _____

Address: _____

Street Address: One South Wacker Drive, Suite 3400

City: Chicago

State: Illinois

Country: U.S.A. Zip: 60606

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship Rhode Island

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)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) October 25, 2004

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

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

A. Trademark Application No.(s)
See Attached Exhibit A

B. Trademark Registration No.(s)
N/A

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: Catherine Ho

Internal Address: _____

Street Address: Vedder, Price, Kaufman & Kammholz, P.C.
222 North LaSalle Street, Suite 2400

City: Chicago

State: Illinois Zip: 60601

Phone Number: (312) 609-7817

Fax Number: (312) 609-5005

Email Address: cho@vedderprice.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- 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 _____

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SPR/FINANCE

9. Signature:

Signature

May 13, 2005

Date

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01 FC:8521

40.00 Fee of Person Signing

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

11

Documents to be recorded (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

Exhibit A – Trademarks

Trademark	Serial Number	Application Date
PWEAGLE	78325715	11/10/2003

**FIRST AMENDMENT TO AND REAFFIRMATION OF AMENDED AND RESTATED
TRADEMARK AND LICENSE SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO AND REAFFIRMATION OF AMENDED AND RESTATED TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Amendment") is entered into as of the 25th day of October, 2004, by and between PW EAGLE, INC., a Minnesota corporation (f/k/a Eagle Pacific Industries, Inc.) having its chief executive office at 1550 Valley River Drive, Eugene, Oregon 97401 ("Pledgor") and FLEET CAPITAL CORPORATION, a Rhode Island corporation ("FCC"), as agent (FCC, in such capacity, being "Agent") for Lenders participating in the New Loan Agreement referred to below.

WITNESSETH:

WHEREAS, Pledgor entered into that certain Second Amended and Restated Loan and Security Agreement dated as of September 20, 1999, with Agent and Lenders pursuant to which Lenders extended certain credit facilities to Pledgor, as amended and restated by that certain Third Amended and Restated Loan and Security Agreement dated as of September 30, 2002 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, to secure the obligations under the Loan Agreement, Pledgor entered into that certain Amended and Restated Trademark and License Security Agreement in favor of Agent dated as of September 20, 1999 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Agreement");

WHEREAS, Pledgor, Agent and Lenders are entering into that certain Fourth Amended and Restated Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "New Loan Agreement"); and

WHEREAS, in connection with and as a condition to the Lenders entering into the New Loan Agreement, Lenders are requiring that Pledgor execute and deliver this Amendment to the Trademark Agreement.

NOW, THEREFORE, for and in consideration of the premises and mutual agreements herein contained and for the purposes of setting forth the terms and conditions of this Amendment, the parties, intending to be bound, hereby agree as follows:

1. Incorporation of the Trademark Agreement. All capitalized terms that are not defined hereunder shall have the same meanings as set forth in the Trademark Agreement, and the Trademark Agreement, to the extent not inconsistent with this Amendment, is incorporated herein by this reference as though the same were set forth in its entirety. To the extent any terms and provisions of the Trademark Agreement are inconsistent with the amendments set forth in Section 2 below, such terms and provisions shall be deemed superseded hereby. Except as specifically set forth herein, the Trademark Agreement shall remain in full force and effect and its provisions shall be binding on the parties hereto.

2. Amendments to the Trademark Agreement. Agent and Pledgor acknowledge and agree that the Trademark Agreement shall be amended as follows:

2.1 Schedule A of the Trademark Agreement is supplemented with Schedule A attached hereto.

2.2 The "Whereas" clauses of the Trademark Agreement shall be amended and restated to read as follows:

"WHEREAS, Borrower, the lender signatories thereto ("Lenders") and Agent entered into that certain Second Amended and Restated Loan and Security Agreement dated as of September 20, 1999, pursuant to which Lenders made certain loans, advances and other financial accommodations to Borrower, as amended and restated pursuant to that certain Third Amended and Restated Loan and Security Agreement dated as of September 30, 2002, and as amended and restated pursuant to that certain Fourth Amended and Restated Loan and Security Agreement dated as of October 25, 2004, pursuant to which Lenders will make and continue to make certain loans, advances and other financial accommodations (collectively, the "Loans") to Borrower (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"); and

WHEREAS, Agent and Lenders have required as a condition, among others, to the making of the Loans to Borrower, in order to secure the prompt and complete payment, observance and performance of all of Borrower's obligations hereunder, under the Loan Agreement, and under all of the other instruments, documents and agreements executed and delivered by Borrower to Agent and Lenders in connection with the Loan Agreement (as such obligations and liabilities being hereinafter referred to collectively as, the "Obligations"), that Borrower execute and deliver this Amendment to Agent for its benefit and the ratable benefit of Lenders;"

2.3 The term "Loan Agreement" is amended wherever it appears in the Trademark Agreement to mean and be deemed a reference to the New Loan Agreement, as the same may be amended, restated, supplemented or otherwise modified from time to time, and all defined terms used in the Trademark Agreement whose meanings were determined by reference to the "Loan Agreement" shall hereafter be deemed to have the meanings set forth in the New Loan Agreement.

3. Reaffirmation. Pledgor hereby (i) ratifies and reaffirms the Trademark Agreement and all of the terms and provisions contained therein, (ii) agrees that the Trademark Agreement continues in full force and effect following the execution and delivery of the Amendment, and (iii) agrees that the Trademark Agreement extends to and covers in full all of the Obligations (as modified by the New Loan Agreement), directly or indirectly, in connection with the New Loan Agreement, as it may be amended, modified or restated from time to time.

4. Representations; Acknowledgment. Pledgor hereby represents and warrants to Agent and Lenders that the Trademark Agreement executed by it was on the date of the execution and delivery thereof, and continues to be, on and after the date hereof, the valid and

binding obligation of Pledgor enforceable in accordance with its terms, and that Pledgor does not have any claims or defenses to the enforcement of the rights and remedies of Agent under the Trademark Agreement. Pledgor hereby acknowledges that this Amendment and the Trademark Agreement are a condition of Agent and Lenders agreeing to continue to make credit available under the New Loan Agreement.

5. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws (as distinguished from the conflicts of law provisions) and decisions of the State of Illinois.

6. Counterparts. This Amendment may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement.

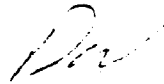
[SIGNATURE PAGE FOLLOWS]

*First Amendment to and Reaffirmation of
Trademark and License Security Agreement Signature Page*

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment to and Reaffirmation of Trademark and License Security Agreement as of the date first above written.

PLEDGOR:

PW EAGLE, INC. (f/k/a Eagle Pacific
Industries, Inc.)

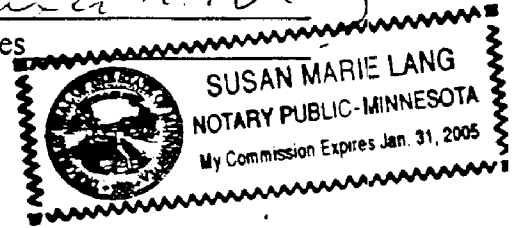
By: 
Name: DOBSON WEST
Title: SECRETARY

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

The foregoing First Amendment to and Reaffirmation of Trademark and License Security Agreement was executed and acknowledged before me this 2nd day of October, 2004, by DOBSON WEST, personally known to me to be the SECRETARY of PW Eagle, Inc., a Minnesota corporation, on behalf of such entity.

(SEAL)


Notary Public Susan Marie Lang
My commission expires



*First Amendment to and Reaffirmation of
Trademark and License Security Agreement Signature Page*

AGENT:

FLEET CAPITAL CORPORATION, as
Agent

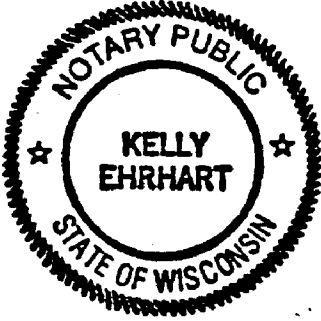
By: 
Name: Brian Conkle
Title: S. VP

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

The foregoing First Amendment to and Reaffirmation of Trademark and License Security Agreement was executed and acknowledged before me this 25th day of October, 2004, by Brian Conole, personally known to me to be the SVP of Feet Capital Corporation, as Agent on behalf of itself and certain Lenders.

(SEAL)

Notary Public Kelly Ehrhart
My commission expires 07/26/06



SCHEDULE A
to Trademark and License Security Agreement

Borrower's Trademarks:

Trademark	Status in Trademark Office	Federal Registration Number	Registration Date
Miscellaneous Design - Serial No. 741,283	Registered	1,559,008	10/3/89
PW PIPE	Registered (Canada)	332656	10/2/87
PW PIPE	Registered (United States)	1,421,923	12/23/86
PWRIB	Registered (Mexico)	429917	1/25/93
PWRIB	Registered (United States)	1,802,723	11/2/93
COEXCEL	Registered	1,651,939	7/23/91
PWPURPLE PLUS (1)	Registered	1,723,768	10/13/92
PWEAGLE	Pending (United States)	78/325,715	11/10/03
VINYL-LOCK (2)	Registered (United States)	1,439,939	5/19/87
Condu-GRIP	N/A	N/A	N/A
EAGLE	N/A	N/A	N/A
Easy Liner (3)	N/A	N/A	N/A
ETI (3)	N/A	N/A	N/A
ULTRA-BLUE (3)	N/A	N/A	N/A
ULTRA-RIB (3)	N/A	N/A	N/A
ULTRA-COR (3)	N/A	N/A	N/A
EASY-LINER (3)	N/A	N/A	N/A

- (1) Licensed to USPoly Company pursuant to that certain Trademark License Agreement dated as of October 6, 2004.
- (2) Extrusion Technologies, Inc. ("ETI") was the owner prior to the merger of ETI into the Borrower on or about the date hereof.
- (3) ETI used and had rights to these marks prior to the merger of ETI into the Borrower on or about the date hereof.

SCHEDULE B
to Trademark and License Security Agreement

Borrower's licenses to use third party's trademarks:

Name of License	Licensor	Term of License
License to use certain tool and design rights in connection with Antochem Cellular Cor PVC	Alphacan, a French corporation	Fully paid-up on May 17, 1996; rights in perpetuity thereafter
Trademark License Agreement (1)	Uponor Innovation AB and ETI	Effective as of March 7, 2003

(1) ETI was the licensee prior to the merger of ETI into the Borrower on or about the date hereof.

Borrower's licenses of its Trademarks:

Name of License	Licensee	Trademark	Term of License
Trademark License Agreement	USPoly Company	PW PURPLE PLUS Registration no. 1,723,768	Until terminated as provided in the agreement