

07-13-2005

DEPARTMENT OF COMMERCE
Patent and Trademark Office

**RECORDATION
TRADE**



103041193

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):

HeatWave Technologies Inc., by Wolrige Mahon Limited, in its capacity as Receiver of its assets

- Individual(s)
- General Partnership
- Corporation- State: Canada
- Other _____

Citizenship (see guidelines) Canada

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: Forest Grove Lumber Company, Inc.
 Internal Address: _____
 Street Address: 2700 Orchard Avenue
 City: McMinnville
 State: Oregon
 Country: U.S.A. Zip: 97128

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Oregon
- 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) 03/09/05

- Assignment
- Security Agreement
- Other Notice of Disposition & Intention to Sell
- Merger
- Change of Name

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)

2,839,400; 2,766,096; 2,837,622

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: Charles D. McClung, Esq.

Internal Address: _____

Street Address: 1600 ODS Tower, 601 S.W. Second Avenue

City: Portland

State: Oregon Zip: 97204

Phone Number: (503) 227-5631

Fax Number: (503) 228-4373

Email Address: linda@chernofflaw.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90.00

- 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 03-1550

Authorized User Name Chernoff, Vilhauer, et al.

9. Signature:

Signature

July 8, 2005

Date

Charles D. McClung

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

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

07/12/2005 ECDOPER 00000201 2839406

01 FC:8521

40.00 DP

02 FC:852P

NOTICE OF DISPOSITION AND INTENTION TO SELL

TO: HeatWave Technologies Inc.

TAKE NOTICE THAT the personal property described in Schedule A (the "Collateral") has been seized by Wolrige Mahon Limited, Receiver of HeatWave Technologies Inc. on February 25, 2005, under the provisions of a security agreement dated March 4, 2004, between Working Opportunity Fund (EVCC) Ltd., Growth Works Access Fund Limited Partnership, Business Development Bank of Canada, Caisse de Depot et Placement du Quebec and Export Development Canada (the "Secured Creditors") and the debtor HeatWave Technologies Inc. (the "Security Agreement").

The amount required to satisfy the obligations secured under the Security Agreement is \$2,219,734.96 detailed as follows:

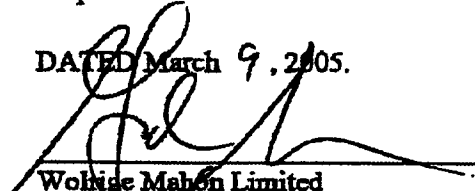
| | |
|---|-----------------------|
| original balance secured | \$2,100,000.00 |
| principal balance now owing as at March 2, 2005 | \$2,100,000.00 |
| accumulated interest at 8% | \$119,734.96 |
| TOTAL | \$2,219,734.96 |

Interest is accruing on the outstanding indebtedness at the per diem rate of \$383.56 calculated as of March 2, 2005.

Upon payment of all the amounts shown above, namely \$2,219,734.96, plus accrued interest calculated in accordance with paragraph 3 in cash, or certified cheque, prior to our disposition of the Collateral, you may redeem the Collateral.

Disposition of the Collateral will be made by private or public sale on or after March 30, 2005.

DATED March 9, 2005.


 Wolrige Mahon Limited
 Receiver of HeatWave Technologies Inc.

HEATWAVE TECHNOLOGIES INC.

IN RECEIVERSHIP

SCHEDULE "A"

The Collateral

The personal property of **HEATWAVE TECHNOLOGIES INC.**, an insolvent company, that forms the Collateral currently in the possession of the Receiver is as attached.

SCHEDULE A

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1. SECURITY INTEREST

1.1 For consideration as security for the payment and performance of the Obligations (as defined in Section 5), the Borrower does hereby:

- (a) mortgage and charge as and by way of a fixed and specific charge, and assign and transfer to the Secured Parties, and grant to the Secured Parties a security interest in, all the Borrower's right, title and interest in and to all its presently owned or held and after acquired or held personal property, of whatever nature or kind and wheresoever situate, and all proceeds thereof and therefrom including:
- (i) all equipment, including, without limiting the generality of the foregoing, machinery, tools, fixtures, furniture, furnishings, chattels, motor vehicles and other tangible personal property that is not Inventory, and all parts, components, attachments, accessories, accessions, replacements, substitutions, additions and improvements to any of the foregoing (all of which is hereinafter collectively called the "Equipment") except undelivered equipment and components which pertain to a customer and for which the customer has paid and such customer has registered a security interest in the form of registrations under the *Personal Property Security Act* (British Columbia) which will rank in priority to the security interest of the Secured Parties in such undelivered equipment and components;
 - (ii) all inventory, including, without limiting the generality of the foregoing, goods acquired or held for sale or lease or furnished or to be furnished under contracts of rental or service, all raw materials, work in process, finished goods, returned goods, repossessed goods, and all packaging materials, supplies and containers relating to or used or consumed in connection with any of the foregoing (all of which is hereinafter collectively called the "Inventory");
 - (iii) all debts, accounts, claims, demands, monies and choses in action which now are, or which may at any time hereafter be, due or owing to or owned by the Borrower and all books, records, documents, papers and electronically recorded data recording, evidencing or relating to the said debts, accounts, claims, demands, monies and choses in action or any part thereof (all of which is hereinafter collectively called the "Accounts") except for customer deposit payments and progress payments in respect of unfinished equipment and components held in segregated accounts by the Borrower;
 - (iv) all documents of title, chattel paper, instruments, securities and money, and all other goods of the Borrower that are not Equipment, Inventory or Accounts; and
 - (v) all contractual rights, licenses, goodwill, trade names, copyrights and other intellectual property of the Borrower (other than trade-marks and patents), all other choses in action of the Borrower of every kind which now are, or which may at any time hereafter be, due or owing to or owned by the Borrower, and all other intangible property of the Borrower which is not Accounts, chattel paper, instruments, documents of title, securities or money;
- (b) grant a security interest in all trade-marks and patents of the Borrower, registered or unregistered, which the Borrower now owns or hereafter may own or have rights in;

provided that nothing herein shall be construed as effecting a present assignment by the Borrower in favour of the Secured Parties of such trade-marks or patents;

(all patents, copyrights and registered trade-marks and other intellectual property of the Borrower are hereinafter collectively called the "Intellectual Property")

- (c) charge as and by way of a floating charge, and grant to the Secured Parties a security interest in and to:
- (i) all of the Borrower's right, title and interest in and to all its presently owned or held and after acquired or held real, immovable and leasehold property and all interests therein, and all easements, rights-of-way, privileges, benefits, licenses, improvements and rights whether connected therewith or appurtenant thereto or separately owned or held, including all structures, plant and other fixtures (all which is hereinafter collectively called the "Real Property"); and
 - (ii) all assets and undertakings of the Borrower, of whatsoever nature or kind and wheresoever situate, and all proceeds thereof and therefrom, other than such of its assets and undertakings as are otherwise validly and effectively subject to the charges and security interest in favour of the Secured Parties created pursuant to this Clause 1.1.

1.2 The charges, assignments and transfers and security interests created pursuant to Clause 1.1 are hereinafter collectively called the "Security Interests" and the property subject to the Security Interests and all property, assets and undertakings, expressed to be charged, assigned or transferred or secured by any instruments supplemental hereto or in implementation hereof are hereinafter collectively called the "Collateral").

1.3 For the purposes of Section 203 of the *Land Title Act* (British Columbia), the floating charge created by this Security Agreement over real property shall become a fixed charge thereon upon the earliest of:

- (a) the occurrence of any event described in Clause 11.1(c), (d), (e) or (f); and
- (b) the Secured Parties taking any action pursuant to Clause 12 to enforce and realize on the security interests created herein.

2. EXCEPTIONS

2.1 The last 10 days of the term created by any lease or agreement therefor are hereby excepted out of any charge or security interest created by this Security Agreement on leases of real property but the Borrower shall stand possessed of the reversion thereby remaining upon trust to assign and dispose thereof to any third party as the Secured Parties shall direct.

2.2 Nothing in this Security Agreement shall constitute an assignment or attempted assignment of any right, privilege, benefit, contract, permit, policy or other document or instrument which by the provisions thereof or by law is not assignable or which requires the consent of any third party to its assignment unless such is obtained or waived by the third party. In each such case, the Borrower shall, unless the Secured Parties otherwise agrees in writing, forthwith obtain the consent of any necessary third party to its assignment under this Security Agreement and for its further assignment by the Secured Parties to any third party who may acquire same as a result of the Secured Parties' exercise of remedies