

07-13-2005



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RECORDED  
TRANSMISSION

To the Director of the U. S. Patent and Trademark Office

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 \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) Canada

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) 02/24/05

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

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Forest Grove Lumber Company, Inc.

Internal Address: \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 2700 Orchard Avenue

City: McMinnville

State: Oregon

Country: U.S.A. Zip: 97128

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other \_\_\_\_\_

Citizenship \_\_\_\_\_  
Citizenship \_\_\_\_\_  
Citizenship \_\_\_\_\_  
Citizenship Oregon  
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)

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: chuck@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:  7

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 ECOOPER 00000205 2839400

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**APPOINTMENT**

**TO: WOLRIGE MAHON LIMITED**

Ninth Floor  
Commerce Place  
400 Burrard Street  
Vancouver, British Columbia V6C 3B7

Attention: Mr. Michael T. Cheevers

**RE: HeatWave Technologies Inc.**

(the "Debtor")

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") hold a general security agreement made as of March 4, 2004 (the "Security") made by the Debtor as part of the security for payment and satisfaction of any and all obligations, indebtedness and liabilities of the Debtor to the Secured Creditors. In the Security, the Debtor granted to the Secured Creditors a security interest in all the Debtor's right, title and interest in and to all its presently owned or held and after acquired or held personal property, of whatever nature and kind and wheresoever situate, and all proceeds thereof and therefrom (the "Collateral").


Events of default under the Security having occurred and the security interest created therein having become enforceable pursuant to the provisions thereof, the Secured Creditors hereby appoint WOLRIGE MAHON LIMITED, as Receiver to take possession of and sell the Collateral with each and every power and authority specified in that regard by the Security and instructs WOLRIGE MAHON LIMITED to seize and sell the Collateral pursuant to the terms of the Security.

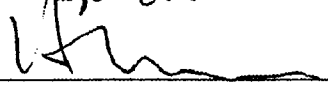
The said WOLRIGE MAHON LIMITED, as Receiver, shall be deemed to be the agent of the Debtor pursuant to the provisions of the Security. The Debtor shall be solely responsible for your acts or defaults.

All monies received by such Receiver after providing for fees and disbursements incurred in relation to the receivership, and payment of any charges in priority to the claim of the Secured Creditors shall be applied in and towards the satisfaction of any and all obligations, debts and liabilities of the Debtor to the Secured Creditors.

The rights and powers conferred hereby are in supplement to and not in substitution for any rights that the holder of the Security may from time to time have.

DATED this 23 day of February, 2005.

By:   
Working Opportunity Fund (EYCC) Ltd.  
by its Manager Growthworks Capital Ltd.

By:   
Growthworks Access Fund Limited  
Partnership by its Manager Growthworks  
ACCESS G P I Ltd.

By: \_\_\_\_\_  
Business Development Bank of Canada

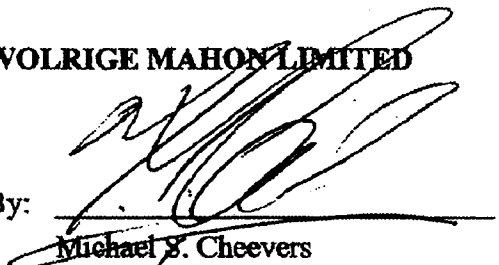
By: \_\_\_\_\_  
Caisse de Depot et Placement du Quebec

By: \_\_\_\_\_  
Export Development Canada

**WOLRIGE MAHON LIMITED** hereby accepts its appointment as Receiver with respect to the Collateral in accordance with the terms and conditions of the foregoing.

Dated at Vancouver, British Columbia, this 24 day of February, 2005.

**WOLRIGE MAHON LIMITED**

By:   
Michael S. Cheevers  
7.

The rights and powers conferred hereby are in supplement to and not in substitution for any rights that the holder of the Security may from time to time have.

DATED this \_\_\_\_ day of February, 2005.

By: \_\_\_\_\_  
Working Opportunity Fund (EVCC) Ltd.

By: \_\_\_\_\_  
Growthworks Access Fund Limited  
Partnership

By:  \_\_\_\_\_  
Business Development Bank of Canada

By: \_\_\_\_\_  
Caisse de Depot et Placement du Quebec

By: \_\_\_\_\_  
Export Development Canada

**WOLRIGE MAHON LIMITED** hereby accepts its appointment as Receiver with respect to the Collateral in accordance with the terms and conditions of the foregoing.

Dated at Vancouver, British Columbia, this \_\_\_\_ day of February, 2005.

**WOLRIGE MAHON LIMITED**

By: \_\_\_\_\_  
Michael S. Cheevers

The rights and powers conferred hereby are in supplement to and not in substitution for any rights that the holder of the Security may from time to time have.

DATED this 23 day of February, 2005.

By: \_\_\_\_\_  
Working Opportunity Fund (EVCC) Ltd.

By: \_\_\_\_\_  
Growthworks Access Fund Limited  
Partnership

By: \_\_\_\_\_  
Business Development Bank of Canada

By: \_\_\_\_\_  
  
Caisse de Depot et Placement du Quebec  
PIERRE PARAD FRANÇOISE MAHON

By: \_\_\_\_\_  
Export Development Canada

**WOLRIGE MAHON LIMITED** hereby accepts its appointment as Receiver with respect to the Collateral in accordance with the terms and conditions of the foregoing.

Dated at Vancouver, British Columbia, this \_\_\_\_ day of February, 2005.

**WOLRIGE MAHON LIMITED**

By: \_\_\_\_\_  
Michael S. Cheevers

The rights and powers conferred hereby are in supplement to and not in substitution for any rights that the holder of the Security may from time to time have.

DATED this 23 day of February, 2005.

By: \_\_\_\_\_  
Working Opportunity Fund (EVCC) Ltd.

By: \_\_\_\_\_  
Growthworks Access Fund Limited  
Partnership

By: \_\_\_\_\_  
Business Development Bank of Canada

By: \_\_\_\_\_  
Caisse de Depot et Placement du Quebec

By: Francis D'Amore  
Export Development Canada

BY: [Signature]  
EXPORT DEVELOPMENT CANADA

**WOLRIGE MAHON LIMITED** hereby accepts its appointment as Receiver with respect to the Collateral in accordance with the terms and conditions of the foregoing.

Dated at Vancouver, British Columbia, this \_\_\_\_ day of February, 2005.

**WOLRIGE MAHON LIMITED**

By: \_\_\_\_\_  
Michael S. Cheevers

This is Exhibit "D" referred to in the Affidavit of Donna Bridgeman sworn before me at Vancouver, BC this 8<sup>th</sup> day of February, 2005

**SECURITY AGREEMENT**

THIS SECURITY AGREEMENT is made as of March 4, 2004

  
A Commissioner for taking Affidavits in  
British Columbia

AMONG:

**HEATWAVE TECHNOLOGIES INC.**, a company incorporated under the laws of Canada and having an office at 1630 West 75<sup>th</sup> Avenue, Vancouver, British Columbia, V6P 6G2, (Fax: 604-264-9096)

(the "Borrower")

AND:

**WORKING OPPORTUNITY FUND (EVCC) LTD.**, a company incorporated under the laws of the Province of British Columbia, and having an office at 2600 - 1055 West Georgia Street, Vancouver, British Columbia, V6E 3R5 (Fax: 604-669-7605)

("WOF")

AND:

**GROWTH WORKS ACCESS FUND LIMITED PARTNERSHIP**, a limited partnership formed under the laws of the Province of British Columbia, of 2600 - 1055 West Georgia Street, Vancouver, British Columbia, V6E 3R5 (Fax: 604-669-7605)

("Access")

AND:

**BUSINESS DEVELOPMENT BANK OF CANADA**, a Crown corporation incorporated under the *Business Development Bank of Canada Act* and having an address at Main Floor, BDC Tower, Bentall One, 505 Burrard Street, P.O. Box 6, Vancouver, British Columbia V7X 1V3 (Fax: 604- 666-7650)

("BDC")

AND:

**CAISSE DE DEPOT ET PLACEMENT DU QUEBEC**, a company incorporated under the laws of Quebec having an office at 1000, Place Jean-Paul-Riopelle, Montreal, Quebec H2Z 2B3, (Fax: 514-847-2628)

("CDPQ")

AND:

**EXPORT DEVELOPMENT CANADA**, a corporation established by an Act of the Parliament of Canada, and having its head office at 151 O'Connor Street, Ottawa, Ontario, K1A 1K3 (Fax: 613-597-8599)

("EDC" and together with WOF, Access, BDC and CDPQ the "Secured Parties" and individually a "Secured Party")