

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Canadian Firelog Company		08/09/2004	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as administrative agent		
Street Address:	800 Fifth Avenue		
Internal Address:	37th Floor, WA1-501-37-20		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104-3185		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2614107	HEARTH-FIRE	
Registration Number:	2108237	WOODLITE	
CORRESPONDENCE DATA			
Fax Number:	(202)728-0744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2027216405		
Email:	christine.wilson@thomson.com		
Correspondent Name:	Buchalter Nemer		
Address Line 1:	333 Market Street		
Address Line 2:	25th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94105-2130		
NAME OF SUBMITTER:	Christine Wilson		
Signature:	/CHRISTINE WILSON/		

CH \$65.00 2614107

Date:

12/06/2005

Total Attachments: 4

source=canadian firelog - boa tm#page1.tif

source=canadian firelog - boa tm#page2.tif

source=canadian firelog - boa tm#page3.tif

source=canadian firelog - boa tm#page4.tif

TRADEMARK SECURITY AGREEMENT

Canadian Firelog Company, a Nova Scotian corporation, ("Grantor") and BANK OF AMERICA, N.A., as administrative agent (in such capacity, and together with its successors, the "Administrative Agent"), are parties to a Guaranty, dated as of August 9, 2004 (as the same may be amended from time to time, the "Guaranty"); pursuant to the terms of the Security Agreement, dated as of even date herewith, a copy of which is attached hereto as Exhibit "A" (as the same may be amended from time to time, the "Security Agreement"), between Grantor and the Administrative Agent, Grantor grants to the Administrative Agent a security interest in substantially all the assets of Grantor to secure the payment of all Secured Obligations; this Trademark Security Agreement is intended to secure the Secured Obligations on the terms and conditions stated in the Security Agreement; and all capitalized terms herein shall have the meaning ascribed thereto in the Security Agreement, unless specifically defined herein.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to the Administrative Agent a continuing security interest in Grantor's right, title, and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each Trademark, Trademark registration, and Trademark application, including each Trademark, Trademark registration, and Trademark application referred to on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration, and Trademark application;
- (ii) each Trademark License, including each Trademark License listed on Schedule 2 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licenses; and
- (iii) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present, or future infringement of any Trademark or Trademark registration including any Trademark or Trademark registration referred to on Schedule 1 annexed hereto, and any Trademark licensed under any Trademark License, including, without limitation, any Trademark License listed on Schedule 2 annexed hereto, or for injury to the goodwill associated with any Trademark, Trademark registration, or Trademark licensed under any Trademark License.

These security interests are granted in conjunction with and in furtherance of the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed as of August 9, 2004.

GRANTOR(S):

Canadian Firelog Company,
a Nova Scotian corporation

By: *Patricia J. [Signature]*
Name: Patricia J. [Signature]
Title: Director

Acknowledged and Agreed to:
dated as of August __, 2004.

BANK OF AMERICA, N.A., as Administrative Agent

By: _____
Name: _____
Title: _____

SF 54222v1

TRADEMARK SECURITY AGREEMENT

Canadian Firelog Company, a Nova Scotian corporation, ("Grantor") and BANK OF AMERICA, N.A., as administrative agent (in such capacity, and together with its successors, the "Administrative Agent"), are parties to a Guaranty, dated as of August 9 2004 (as the same may be amended from time to time, the "Guaranty"); pursuant to the terms of the Security Agreement, dated as of even date herewith, a copy of which is attached hereto as Exhibit "A" (as the same may be amended from time to time, the "Security Agreement"), between Grantor and the Administrative Agent, Grantor grants to the Administrative Agent a security interest in substantially all the assets of Grantor to secure the payment of all Secured Obligations; this Trademark Security Agreement is intended to secure the Secured Obligations on the terms and conditions stated in the Security Agreement; and all capitalized terms herein shall have the meaning ascribed thereto in the Security Agreement, unless specifically defined herein.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to the Administrative Agent a continuing security interest in Grantor's right, title, and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each Trademark, Trademark registration, and Trademark application, including each Trademark, Trademark registration, and Trademark application referred to on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration, and Trademark application;
- (ii) each Trademark License, including each Trademark License listed on Schedule 2 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licenses; and
- (iii) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present, or future infringement of any Trademark or Trademark registration including any Trademark or Trademark registration referred to on Schedule 1 annexed hereto, and any Trademark licensed under any Trademark License, including, without limitation, any Trademark License listed on Schedule 2 annexed hereto, or for injury to the goodwill associated with any Trademark, Trademark registration, or Trademark licensed under any Trademark License.

These security interests are granted in conjunction with and in furtherance of the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed as of August 9 2004.

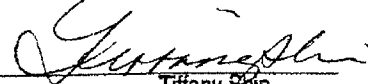
GRANTOR(S):

Canadian Firelog Company,
a Nova Scotian corporation

By _____
Name: _____
Title: _____

Acknowledged and Agreed to:
dated as of August 9, 2004.

BANK OF AMERICA, N.A., as Administrative Agent

By 
Name: Tiffany Shin
Title: Assistant Vice President

SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT

I. Trademarks and Trademark Applications

<u>Title</u>	<u>Country</u>	<u>Owner</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Filing Date</u>
Hearth-Fire	USA	Canadian Firelog Company	76120986	2614107	9/01/2000
Hearth-Fire	Canada	Canadian Firelog Company		TMA581,241	05/12/2003
Woodlite	USA	Canadian Firelog Company	75045392	2108237	1/18/1996

II. Grantor may have common law trademark rights in and to the following trade names:

<u>Description</u>	<u>City, State</u>	<u>Trade Name</u>
None.		

SF 54222v1

SCHEDULE 2 TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK LICENSES

None.