

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	10/06/2004

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Extrusion Technologies, Inc.		10/04/2004	CORPORATION: COLORADO

**RECEIVING PARTY DATA**

Name:	PW Eagle, Inc.
Street Address:	1550 Valley River Drive
City:	Eugene
State/Country:	OREGON
Postal Code:	97440
Entity Type:	CORPORATION: MINNESOTA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1439939	VINYL-LOCK

**CORRESPONDENCE DATA**

Fax Number: (612)492-7077  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: ip@fredlaw.com  
 Correspondent Name: John C. Pickerill  
 Address Line 1: 200 South Sixth Street  
 Address Line 2: Suite 4000  
 Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Patricia A. Larson
Signature:	/Patricia A. Larson/
Date:	05/02/2006

OP \$40.00 1439939

**Total Attachments: 5**

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State of Minnesota

**SECRETARY OF STATE**

*Certificate of Merger*

*I, Mary Kiffmeyer, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate; and the qualification of any non-surviving entity to do business in Minnesota is terminated on the effective date of this merger.*

*Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A*

*State of Formation and Names of Merging Entities:*

*CO: EXTRUSION TECHNOLOGIES, INC.*

*MN: PW EAGLE, INC.*

*State of Formation and Name of Surviving Entity:*

*MN: PW EAGLE, INC.*

*Effective Date of Merger: 10/6/2004*

*Name of Surviving Entity After Effective Date of Merger:*

*PW EAGLE, INC.*

*This certificate has been issued on: 10/6/2004*

*Mary Kiffmeyer*  
Secretary of State.

TRADEMARK

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**ARTICLES OF MERGER  
OF  
EXTRUSION TECHNOLOGIES, INC., a Colorado corporation  
WITH AND INTO  
PW EAGLE, INC., a Minnesota corporation**

Pursuant to the provisions of the Minnesota Business Corporation Act (the "MBCA"), and particularly Sections 302A.621 and 302A.651 thereof, and the Colorado Business Corporation Act (the "CBCA"), and particularly Sections 7-111-104, 7-111-105 and 7-111-107 thereof, the following Articles of Merger are executed on the date hereinafter set forth:

FIRST: The names of the corporations that are parties to the merger are Extrusion Technologies, Inc., a Colorado corporation ("ETI"), and PW Eagle, Inc., a Minnesota corporation ("PWEI") with its principal office at 1550 Valley River Drive, P.O. Box 10049, Eugene, Oregon 97440, which is the surviving corporation.

SECOND: ETI is the wholly owned subsidiary of PWEI, which owns all 2,000 shares of the issued and outstanding shares of capital stock of ETI. This merger is being effected pursuant to Section 302A.621 of the MBCA and Section 7-111-104 of the CBCA.

THIRD: The Plan of Merger (the "Plan") attached hereto as Exhibit A has been duly adopted and approved pursuant to Subdivision 3 of Section 302A.621 of the MBCA and Section 7-111-104 of the CBCA by the resolution adopted by the Board of Directors of PWEI on October 4, 2004.

FOURTH: No shareholder approval is required under Subdivision 1 of Section 302A.621 of the MBCA or Section 7-111-104(3) of the CBCA.

FIFTH: The Plan shall be effective at the close of business on October 4, 2004. The effective date complies with Section 7-111-104(5) of the CBCA because PWEI is the sole shareholder of ETI and is not required to mail notice under Section 7-111-104(4) of the CBCA.

The undersigned swears that the foregoing is true and accurate and that he has the authority to sign these Articles of Merger on behalf of PWEI.

Dated: October 4, 2004

PW EAGLE, INC.,  
a Minnesota corporation

By *Dan*  
Its Secretary

**EXHIBIT A**  
**PLAN OF MERGER**  
**OF**  
**EXTRUSION TECHNOLOGIES, INC., a Colorado corporation**  
**WITH AND INTO**  
**PW EAGLE, INC., a Minnesota corporation**

1. Merger. Extrusion Technologies, Inc., a Colorado corporation ("ETI") is the wholly owned subsidiary of PW Eagle, Inc. ("PWEI"), which owns all 2,000 (100%) of the outstanding shares of capital stock of ETI. PWEI shall merge ETI with and into PWEI in accordance with this Plan of Merger and the applicable laws of the State of Minnesota and the State of Colorado (the "Merger").
2. Surviving Corporation. In accordance with the provisions of this Plan and applicable laws of the State of Minnesota and Colorado, at the Effective Time (defined below), PWEI shall be the surviving corporation (the "Surviving Corporation") and shall continue its corporate existence and organization under the laws of the State of Minnesota, and the separate existence of ETI shall thereupon cease. The name of the Surviving Corporation shall be "PW Eagle, Inc."
3. Effective Time. The effective time (the "Effective Time") of the Merger shall be the close of business on October 4, 2004.
4. Articles of Incorporation and Bylaws. At the Effective Time, the Articles of Incorporation and Bylaws of PWEI shall constitute the Articles of Incorporation and Bylaws of the Surviving Corporation, until amended or changed as provided therein or by law.
5. Board of Directors and Officers of the Surviving Corporation. At the Effective Time, the Board of Directors and the officers of PWEI shall be the members of the Board of Directors and the officers of the Surviving Corporation until such Board or officers may be changed as provided in the Articles of Incorporation or Bylaws of the Surviving Corporation, or by law.
6. Effect of Merger. At the Effective Time, the Surviving Corporation shall succeed to and possess all the rights, privileges, powers, franchises and immunities of a public as well as a private nature, and shall be subject to all liabilities, restrictions, disabilities, and duties of both ETI and PWEI and all properties, real, personal and mixed, and all other things in action of or belonging to either ETI or PWEI, on whatever account, shall be vested in the Surviving Corporation; and all properties, assets, rights, privileges, powers, franchises, immunities and each and every other interest shall be thereafter the property of the Surviving Corporation as they were or would be of either ETI or PWEI; and title to any real estate or any interest therein vested by deed or otherwise in either ETI or PWEI shall not revert or be in any way impaired by any reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of either ETI or PWEI shall be preserved, unimpaired, limited in lien to the property

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affected by such liens at the Effective Time, and all debts, liabilities and duties of either ETI or PWEL shall thenceforth become those of the Surviving Corporation and may be enforced against the Surviving Corporation to the same extent as if such debts, liabilities and duties had been incurred or contracted by the Surviving Corporation.

7. Further Assurances. If at any time after the Effective Time the Surviving Corporation shall consider or be advised that any instruments of further assurance are desirable in order to evidence the vesting in it of the title of either ETI or PWEL to any of the property rights of ETI or PWEL, the appropriate officers or directors of ETI or PWEL, as the case may be, are hereby authorized to execute, acknowledge and deliver all such instruments of further assurance and to do all other acts or things, either in the name of ETI, in the name of PWEL, as the Surviving Corporation, as may be requisite or desirable to carry out the provisions of this Plan.

8. Manner and Basis of Converting Shares. At the Effective Time, each of the shares of ETI shall not be converted into shares of PWEL, but shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled, surrendered and extinguished without payment of any cash or the delivery of any other consideration. At the Effective Time, each issued and outstanding share of capital stock of PWEL, shall, by virtue of the Merger and without any further action on the part of the holder thereof, continue unchanged and remain outstanding as a share of the capital stock of the Surviving Corporation.

9. Agreement to Service of Process. Pursuant to Section 7-111-107(2)(a) of the CBCA, the Surviving Corporation hereby authorizes service of process on it by registered or certified mail, return receipt requested, to the address of its principal office at 1550 Valley River Drive, P.O. Box 10049, Eugene, Oregon 97440.

10. Filer Information. Set forth below is the name and mailing address of the individual who caused this document to be delivered for filing and to notice may delivered if filing of this document is refused:

Fredrikson & Byron, P.A.  
Attention: K. Lisa Holter  
200 South Sixth Street, Suite 4000  
Minneapolis, MN 55402

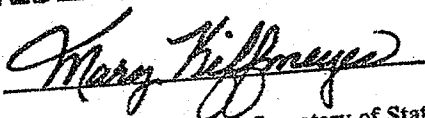

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STATE OF MINNESOTA  
DEPARTMENT OF STATE  
FILED

OCT -6 2004

*Mary Hoffmeyer*  
Secretary of State

TRADEMARK  
REEL: 003301 FRAME: 0220

**STATE OF MINNESOTA**  
DEPARTMENT OF STATE  
I hereby certify that this is a  
true and complete copy of the  
document as filed for record in  
this office. March 24 2006  
DATED March 24 2006  
  
Secretary of State  
By  Millie Card