

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Georgia-Pacific Corporation		11/30/2006	CORPORATION: GEORGIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Roseburg Forest Products South
<b>Street Address:</b>	10599 Old Highway 99 South
<b>City:</b>	Dillard
<b>State/Country:</b>	OREGON
<b>Postal Code:</b>	97432
<b>Entity Type:</b>	LIMITED PARTNERSHIP:

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	1562183	CABCOR
Registration Number:	2626374	DURAMINE
Registration Number:	1573388	FIBERCOR
Registration Number:	1128637	FINES FACE
Registration Number:	1538169	MICROFINE
Registration Number:	1573389	MULTIFIBER
Registration Number:	0866067	NOVODECK
Registration Number:	1495810	NOVOFLOR
Registration Number:	1598622	NOVOLITE
Registration Number:	0542445	NOVOPLY
Registration Number:	1478710	NOVOSHELF
Registration Number:	1495818	NOVOSHELF
Registration Number:	2360613	NOVOSPAN
Registration Number:	1495809	NOVOSTEP

CH \$440.00 1562183

Registration Number:	1012208	S SYNERGITE
Registration Number:	1621234	SYNERGITE
Registration Number:	1818480	SYNERLITE

**CORRESPONDENCE DATA**

Fax Number: (404)584-1461

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Email: bfedwar@gapac.com

Correspondent Name: Barbara F. Edwards

Address Line 1: GA030-41 133 Peachtree Street NE

Address Line 4: Atlanta, GEORGIA 30303

NAME OF SUBMITTER:	Barbara F. Edwards
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Signature:	/Barbara F. Edwards/
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Date:	12/04/2006
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**Total Attachments: 7**

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**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment"), dated as of November 30, 2006 (the "Effective Date") is made and entered into by and between **GEORGIA-PACIFIC CORPORATION** ("Assignor") and **ROSEBURG FOREST PRODUCTS SOUTH LIMITED PARTNERSHIP** ("Assignee").

**WHEREAS**, Assignor and Roseburg Forest Products Co. ("RFP") are parties to that certain Asset Purchase Agreement, dated as of September 15, 2006, by and between Assignor and RFP, as supplemented by that certain letter agreement, dated as of September 22, 2006, by and between Assignor and RFP, as amended by that certain First Amendment to Asset Purchase Agreement, dated as of October 20, 2006, by and between Assignor and RFP and as amended by that certain Second Amendment to Asset Purchase Agreement, dated as of November 30, 2006, by and between Assignor, RFP and Assignee (as supplemented and amended (the "Agreement");

**WHEREAS**, RFP and Assignee have entered into that certain Assignment and Assumption Agreement, dated as of November 30, 2006, by and between RFP and Assignee, pursuant to which RFP has assigned to Assignee all of RFP's rights, title and interest in the Agreement and Assignee has assumed all of RFP's obligations under the Agreement, with the exception of those rights, obligations and liabilities under or ancillary to Section 1.3(a)(i)(y), Section 1.3(a)(vii), Section 5.17 and Section 5.25 of the Agreement, which rights, obligations and liabilities shall not be assumed by Assignee but shall remain rights, obligations and liabilities of RFP;

**WHEREAS**, pursuant to the Agreement, Assignor agreed to sell, assign, transfer, convey and deliver ownership of Assignor's trademarks set forth on Schedule A ("Trademarks"), attached hereto and incorporated herein, to Assignee as of the Closing Date as defined in the Agreement and under the terms of this Assignment;

**WHEREAS**, all conditions precedent in the Agreement for the effectiveness of this Assignment have now been fulfilled as of the Effective Date; and

**WHEREAS**, Assignor now wishes to assign to Assignee all right, title and interest in and to the Trademarks, together with the goodwill associated therewith.

**NOW, THEREFORE**, in consideration of the foregoing and for good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee Assignor's entire right, title and interest (at common law, state law, federal law and foreign law) in and to the Trademarks and their related registrations together with the goodwill of the business symbolized by the Trademarks and registrations for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment

had not been made, together with all income, royalties or payments due or payable as of the date hereof or thereafter, including, without limitation, all rights of action, powers and benefit to the Trademarks, due or accrued, including all claims for damages, rights to injunctive relief, profits, costs and attorneys fees by reason of past, present or future infringement or other unauthorized use of the Trademarks or registrations or injury to the related goodwill, with the right to sue for, and collect the same in Assignee's own name and that of its successors, assigns and other legal representatives.

2. Assignee may request the Commissioner of Patents and Trademarks of the United States and such appropriate authorities in Canada and Mexico or, in the case of the several states in the United States, the analogous individual or agency responsible for trademarks, service marks, trade names, assumed business names, to record Assignee as owner of the Trademarks and related registrations, including any variations thereof, for the sole use and enjoyment of Assignee, its successors, assigns and other legal representatives.

3. From and after the date of this Assignment, each of the parties hereto shall use all reasonable efforts to take, or cause to be taken, all appropriate action, make all appropriate filings and recordations before relevant governmental authorities, do or cause to be done all things necessary, proper or advisable under applicable law and regulations to vest more fully in Assignee any and all ownership rights in the Trademarks hereby transferred, including without limitation the execution and delivery of such documents and other papers, as may be required to carry out the provisions of this Assignment and consummate and make effective the transactions contemplated by this Assignment. In the event Assignee is unable, after reasonable effort, to secure Assignor's signature for the purposes of making such filings and recordations and more fully vesting ownership in the Trademarks, for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized agents as Assignor's agent and attorney-in-fact, to act for and in its behalf to execute and file any and all such documents and to do all other lawfully permitted acts to accomplish the complete and exclusive transfer of the Trademarks.

4. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

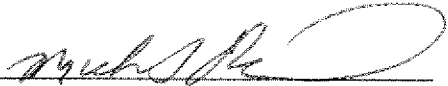
5. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Agreement. To the extent that any provision of this instrument conflicts or is inconsistent with the terms of the Agreement, the Agreement will govern.

6. This Assignment may not be changed except in a writing signed by the parties hereto. This Assignment, and any disputes arising hereunder or controversies related hereto, shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflict of law or choice of law rules.

7. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, each of Assignor and Assignee has caused this Assignment to be signed and executed by its undersigned officer thereunto duly authorized on the respective dates written below.

**GEORGIA-PACIFIC CORPORATION,**  
*as Seller*


By:   
Name: Michael T. Rehwinkel  
Title: Senior Vice President – Wood Products

CMC

**ROSEBURG FOREST PRODUCTS SOUTH LIMITED PARTNERSHIP,**  
*as Buyer*

By: RFP COMPOSITES LLC, its General Partner

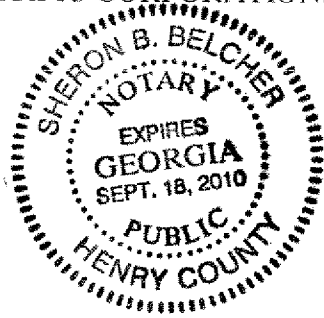
By: RLC INDUSTRIES CO., its sole Member and Manager

By:   
Name: James E. Barbee  
Title: Vice President-Sales and Marketing

ACKNOWLEDGEMENT OF ASSIGNOR

STATE OF Georgia )  
 )  
COUNTY OF Fulton ) ss.

On this 29<sup>th</sup> day of November, 2006, there appeared before me Michael T. Rehwinkel, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of GEORGIA-PACIFIC CORPORATION.



Sheron B. Belcher  
Notary Public



**SCHEDULE A**

**Transferred Trademarks**

Full Mark Name	Country	Goods/International Class 19	Reg. No.
CABCOR	United States	PARTICLEBOARD	1,562,183
DURAMINE	United States	MELAMINE LAMINATED BUILDING PRODUCTS, NAMELY, PARTICLEBOARD AND MEDIUM DENSITY FIBERBOARD	2,626,374
DURAMINE	Mexico	MELAMINE LAMINATED BUILDING PRODUCTS, NAMELY, PARTICLEBOARD AND MEDIUM DENSITY FIBERBOARD	837,139
F.F. FIBERCOR	Canada	PARTICLEBOARD	445,168
FIBERCOR	United States	PARTICLEBOARD	1,573,388
FINES FACE	United States	PARTICLEBOARD	1,128,637
FINES FACE	Canada	PARTICLEBOARD	389,479
MICROFINE	United States	PARTICLEBOARD	1,538,169
MICROFINE	Canada	PARTICLEBOARD	371,927
MULTIFIBER	United States	PARTICLEBOARD	1,573,389
MULTIFIBER	Canada	PARTICLEBOARD	423,163
NOVODECK	United States	WOOD PANELS - I.E., PARTICLE BOARD, TO BE USED ESPECIALLY FOR WALL PANELS & FLOOR PANELS IN BLDGS., MOBILE HOMES, & FURNITURE	866,067
NOVOFLOR	United States	FLOORING COMPRISING WOOD PLANKS AND PANELS	1,495,810
NOVOFLOR	Canada	FLOORING COMPRISING WOOD PLANKS AND PANELS	371,925
NOVOLITE	United States	DOOR CORES	1,598,622
NOVOPAN	Canada	PARTICLEBOARD	443,639
NOVOPLY	United States	A BOARD FORMED OF WOOD PARTICLES ADHESIVELY SECURED TOGETHER BOTH WITH AND WITHOUT FACINGS OF OTHER DECORATIVE MATERIALS	542,445
NOVOPLY	Canada	A BOARD FORMED OF WOOD PARTICLES ADHESIVELY SECURED TOGETHER BOTH WITH AND WITHOUT FACINGS OF OTHER DECORATIVE MATERIALS	395,917
NOVOSHelf	United States	WOOD AND LUMBER PRODUCTS - NAMELY, PARTICLEBOARD	1,478,710
NOVOSHelf	United States	SHELVING	1,495,818
NOVOSPAN	United States	PARTICLEBOARD	2,360,613
NOVOSTEP	United States	WOOD AND LUMBER PRODUCTS - NAMELY, STEPS USED IN THE CONSTRUCTION OF STAIRS	1,495,809
NOVOWOOD	Canada	PARTICLEBOARD DOOR CORES	379,674



**Holly Hill Transferred Trademarks**

Full Mark Name	Country	Goods/International Class 19	Reg. No.
S SYNERGITE & DESIGN	United States	FIBERBOARD	1,012,208
SYNERGITE	United States	FIBERBOARD	1,621,234
SYNERGITE	Canada	FIBERBOARD	464,079
SYNERGITE & S DESIGN	Canada	FIBERBOARD	465,204
SYNERLITE	United States	FIBERBOARD	1,818,480