

12/1/06

12-07-2006

FORM PTO-1594 (Modified)
(Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)
TM05/REV04



ET
S ONLY

Docket No.:
PO4-762

TRADEMARK

103345904

To the Director of the U. S. Patent and Trademark Office. Please record the attached original documents or the new address(es) below.

1. Name of conveying party(ies):
Potlatch Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: Delaware
 Other _____

Citizenship (see guidelines) _____
Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):
Additional names, addresses, or citizenship attached? Yes
 No

Name: Potlatch Forest Products Corporation
Internal Address: _____
Street Address: 601 W. Riverside Avenue, Suite 1100
City: Spokane
State: WA
Country: USA ZIP: 99201

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from _____)

3. Nature of conveyance/Execution Date(s):
Execution Date: November 27, 2006

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration numbers(s) and identification or description of the Trademark/Service Mark:

A. Trademark / Service Mark Application No.(s)
SEE ATTACHMENT

B. Trademark / Service Mark Registration No.(s)
SEE ATTACHMENT

DEC - 1 2006

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s)/Service Mark(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: George G. Grigel
Internal Address: Wells St. John P.S.
Street Address: 601 W. First Avenue, Suite 1300
City: Spokane
State: WA Zip: 99201
Phone Number: (509) 624-4276
Fax Number: (509) 838-3424
Email Address: _____

6. Total number of applications and registrations involved: 76

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,915.00
 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 _____
Authorized User Name _____

9. Signature: _____ 29 Nov. 2006
Signature Date

12/06/2006 DBYRNE 00000059 828582 **George G. Grigel**
State of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

01 FC:8521
02 FC:8522

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003445 FRAME: 0274

SCHEDULE "A"**REGISTERED TRADEMARKS**

REGISTRATION NO.	REGISTRATION DATE	MARK
828,582	May 9, 1967	CLEARWATER
767,589	March 31, 1964	SPA
1,990,362	July 30, 1996	POWER MATE
2,086,454	Aug. 5, 1997	RADEC
2,046,083	March 18, 1997	PERFECTLY SOFT
2,241,006	April 20, 1999	TREASURES
2,139,790	Feb. 24, 1998	SURELY SOFT
2,116,417	Nov. 25, 1997	TRULY TUFF
2,116,418	Nov. 25, 1997	TRULY SOFT
2,177,693	July 28, 1998	DESIGN SERIES
2,195,845	Oct. 13, 1998	EXTREME
2,264,490	July 27, 1999	TRUE SOFT
2,254,601	June 15, 1999	STRONG AND STURDY
2,266,769	Aug. 3, 1999	PRECISION CORE
2,605,106	Aug. 6, 2002	LEGACY
2,666,739	Dec. 24, 2002	TAPESTRY
2,365,308	July 4, 2000	SPECIALLY SOFT
718,943	July 25, 1961	VELURE
2,615,687	Sept. 3, 2002	SOFT ELEMENTS
2,437,612	March 20, 2001	SOFT & DELICATE
2,450,188	May 8, 2001	TRULY GENTLE
2,426,889	Feb. 6, 2001	VALUE CLEAN
2,745,608	Aug. 5, 2003	VALUE SOFT
2,644,048	Oct. 29, 2002	SINCERELY SOFT
2,637,031	Oct. 15, 2002	TODAY'S CHOICE
2,629,348	Oct. 1, 2002	OXTINGUISHER
2,640,938	Oct. 22, 2002	GABLEPAK
2,660,794	Dec. 10, 2002	OXTINGUISHER & DESIGN
2,650,689	Nov. 12, 2002	LUMA-PLY
2,561,814	April 16, 2002	SPILL SAVER
2,602,252	July 30, 2002	GO FOR THE GREEN
2,688,430	Feb. 18, 2003	DESIGN SERIES
2,842,011	May 11, 2004	MULTI-SIZE
2,813,052	Feb. 10, 2004	SIZE-IT SHEETS
2,795,046	Dec. 16, 2003	SIZABLES
2,924,277	Feb. 1, 2005	WITH HYDRASORB TECHNOLOGY
2,862,880	July 13, 2004	DESIGN SERIES
3,088,892	May 2, 2006	TAD EMBOSS FLOWER PATTERN
2,979,157	July 26, 2005	WITH HYDRASORB
2,984,031	Aug. 9, 2005	CREATE A SIZE
2,905,067	Nov. 23, 2004	STRONG AND STURDY
3,059,142	Feb. 14, 2006	SEPTICSURE
2,202,283	Nov. 3, 1998	CANDESCE

TRADEMARK**REEL: 003445 FRAME: 0275**

SCHEDULE "A" CONTINUED**PENDING TRADEMARK APPLICATIONS**

TRADEMARK SERIAL NO.	FILING DATE	MARK
78/260,683	June 10, 2003	ASTOUND
78/277,471	July 22, 2003	POWERDRY
78/277,479	July 22, 2003	OPTIDRY
78/277,490	July 22, 2003	HYDROMAX
78/280,884	July 30, 2003	WITH ULTRASORB TECHNOLOGY
78/290,323	Aug. 21, 2003	WITH HYDRASORB FIBERS
78/329,408	Nov. 18, 2003	EMBOSSSED NAPKIN
78/317,912	Oct. 23, 2003	CREATIONS
78/329,440	Nov. 18, 2003	EMBOSSSED PAPER PRODUCT
78/328,106	Nov. 14, 2003	SPILL AWAY
78/328,258	Nov. 14, 2003	ULTRA POWER
78/328,330	Nov. 14, 2003	SOFT SELECT
78/328,339	Nov. 14, 2003	TODAY'S VALUE
78/420,620	May 18, 2004	SOFT LIVING
78/500,089	Oct. 14, 2004	SOFT BUY
78/500,101	Oct. 14, 2004	QUANTA
78/570,591	Feb. 18, 2005	ENSTRON
78/585,415	March 11, 2005	PETPALS
78/589,173	March 17, 2005	MASTER WIPES
78/591,723	March 21, 2005	FLOWER & DESIGN
78/597,632	March 29, 2005	SOFT APPEAL
78/597,645	March 29, 2005	SOFT ILLUSION
78/597,655	March 29, 2005	SOFT DEAL
78/643,036	June 3, 2005	TITAN
78/647,200	June 9, 2005	BIG 'N TOUGH
78/680,914	July 28, 2005	PERFECTLY STRONG
78/705,665	Sept. 1, 2005	SIMPLY SOFT
78/722,274	Sept. 28, 2005	PET PALS & DESIGN
78/725,435	Oct. 3, 2005	PURE N' TOUGH
78/732,726	Oct. 13, 2005	CHANGE-A-SIZE
78/737,006	Oct. 20, 2005	SPLASH MATE
78/765,460	Dec. 2, 2005	SIMPLY ELEGANT
78/785,934	Jan. 5, 2006	ORIGINALS

ASSIGNMENT OF TRADEMARKS

ASSIGNMENT OF TRADEMARKS by Potlatch Corporation, a Delaware corporation ("Assignor"), to Potlatch Forest Products Corporation, a Delaware corporation ("Assignee"), effective as of December 30, 2005.

Recitals

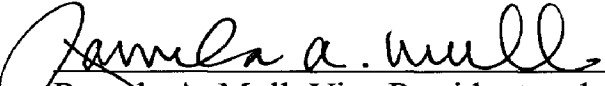
Assignor has adopted, used and is the owner of record of the trademarks, now registered in the United States Patent and Trademark Office, and pending trademark applications (the "Marks") identified in Schedule A, which is attached hereto and made a part hereof

Assignor and Assignee, are parties to a Contribution and Assumption Agreement, entered into effective as of December 30, 2005 (the "Agreement"), pursuant to which Assignor agreed to contribute to Assignee, and Assignee agreed to accept from Assignor, Contributed Assets (as defined in the Agreement), including the Marks. Pursuant to the Agreement, Assignor may execute and deliver to Assignee certain conveyance instruments to evidence and perfect such contribution. Such conveyance instruments, including this Assignment of Trademarks, shall not constitute a second conveyance of any assets or interests therein, and shall control over any contrary terms of the Agreement.

In accordance therewith, Assignor desires to convey, transfer and assign to Assignee, and Assignee desires to accept the conveyance, transfer and assignment of, all of Assignor's right, title and interest in, to and under the Marks.

NOW THEREFORE, Assignor, for and in exchange for the consideration set forth in the Agreement, the receipt and adequacy of which is hereby acknowledged, does hereby convey, transfer and assign to Assignee, effective as of December 30, 2005, all of Assignor's right, title and interest in, to and under the Marks with the goodwill of the business symbolized by said Marks. This grant specifically includes, without limitation, all common law rights as may have been acquired by Assignor with respect to the Marks or terms confusingly similar thereto, heretofore adopted or used by Assignor, as well as the right to recover for any third party infringement thereof, regardless of whether such infringement occurred before or occurs after the effective date of this Assignment of Trademarks.

POTLATCH CORPORATION


Pamela A. Mull, Vice President and
General Counsel