

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NORTH PACIFIC GROUP, INC.		12/22/2006	CORPORATION: OREGON

RECEIVING PARTY DATA

Name:	WELLS FARGO FOOTHILL, INC.
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2976936	A NORTH PACIFIC COMPANY
Registration Number:	2409778	
Registration Number:	3112623	IDAPHOS
Registration Number:	1756860	IMPAC
Registration Number:	1730339	LIGHTNING BRAND
Registration Number:	2209183	N
Registration Number:	2211211	N NOR PAC
Serial Number:	78469064	N NORTH PACIFIC
Registration Number:	0868345	NOR PAC
Registration Number:	2801819	NORTH PACIFIC GROUP, INC.
Registration Number:	2924973	PACIFIC'S FINEST
Registration Number:	2725324	PAR 4
Serial Number:	78746704	SPRINGCREEK FLOORING
Serial Number:	78746712	SPRINGCREEK FLOORING BY NORTH PACIFIC

CH \$390.00 2976936

Registration Number:

2358859

VERMILLION

**CORRESPONDENCE DATA**

Fax Number: (213)630-5728

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

Phone: 213-891-5011

Email: jhawke@buchalter.com

Correspondent Name: Jody Hawke

Address Line 1: 1000 Wilshire Boulevard, Suite 1500

Address Line 4: Los Angeles, CALIFORNIA 90017-2457

ATTORNEY DOCKET NUMBER:

F6384-1259

NAME OF SUBMITTER:

Jody Hawke

Signature:

/Jody Hawke/

Date:

12/28/2006

Total Attachments: 6

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## TRADEMARK SECURITY AGREEMENT

22<sup>nd</sup> This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this day of December 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as the Swingline Lender and administrative agent (in such capacity, "Administrative Lender") for Lenders (as such term is defined in that certain Credit Agreement, dated as of even date herewith, by and among Borrowers, as such term is defined below, and Administrative Lender).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among North Pacific Group, Inc., an Oregon corporation, as Parent and each of Parent's Subsidiaries identified on the signature pages thereof (such Subsidiaries are referred to hereinafter individually as a "Borrower" and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Administrative Lender, the Lenders are willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Administrative Lender, for the benefit of Lenders and the Bank Product Provider, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Lender, for the benefit of the Lenders and the Bank Product Provider, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Administrative Lender, the Lenders, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of a bankruptcy proceeding under the Bankruptcy Code or any other insolvency proceeding under state or federal law involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Lender, for the benefit of the Lenders and the Bank Product Provider, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Lender unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

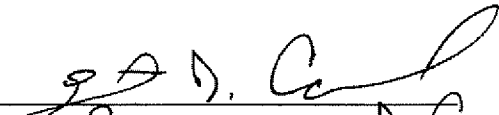
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission

of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[Signature pages to follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**NORTH PACIFIC GROUP, INC.,**  
an Oregon corporation, as a Borrower

By:   
Name: CHRISTOPHER D. CARSON  
Title: CFO & TREASURER

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO FOOTHILL, INC., as**  
Administrative Lender

By: 

Name: Carey Do

Title: Vice President

**North Pacific Patent List**

Name	Patent Number
Filament Wound Structural Columns for Light Poles	6,367,225
Filament Wount Structural Light Poles	6,955,024

As of November 2006

**North Pacific Trademark List**

Name	Registration Number
A North Pacific Company	2,976,936
Design Only	2,409,778
IdaPhos (stylized)	3,112,623
IMPAC	1,756,860
Lightning Brand & Design	1,730,339
N (stylized)	2,209,183
N NOR PAC	2,211,211
N NORTH PACIFIC	78469064
NOR PAC (Mexican Trademark)	449,522
NOR PAC & Design (Mexican Trademark)	452,417
NOR PAC (stylized)	0,868,345
NORTH PACIFIC GROUP, INC.	2,801,819
PACIFIC'S FINEST and design	2,924,973
PAR 4	2,725,324
	TMA639,746 and 096712
PRINCESA BELLISIMA and design	registered in Canada and Peru
SPRINGCREEK FLOORING	78746704
SPRINGCREEK FLOORING BY NORTH PACIFIC	78746712
Vermillion	2,358,859

As of November 2006