# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Caffall Bros. Forest Products, Inc.		12/07/2006	CORPORATION: OREGON

#### **RECEIVING PARTY DATA**

Name:	Simpson Timber Company
Street Address:	917 East 11th Street
City:	Tacoma
State/Country:	WASHINGTON
Postal Code:	98421-3039
Entity Type:	CORPORATION: WASHINGTON

#### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78702843	GOLD LABEL LUMBER
Serial Number:	78702825	GOLD LABEL STUDS
Registration Number:	1927942	GOLD LABEL CEDAR LUMBER
Registration Number:	1842960	GOLD LABEL CEDAR FENCING

### **CORRESPONDENCE DATA**

Fax Number: (206)682-6031

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

206-622-4900 Phone:

Email: ConnieC@SeedIP.com Correspondent Name: William O. Ferron, Jr. Address Line 1: 701 Fifth Avenue

Address Line 2: Suite 5400

Address Line 4: Seattle, WASHINGTON 98104

ATTORNEY DOCKET NUMBER:	860004.200
NAME OF SUBMITTER:	William O. Ferron, Jr.

900078928 **REEL: 003558 FRAME: 0201** 

Signature:	/William O. Ferron, Jr./
Date:	06/08/2007
Total Attachments: 3 source=Assign#page1.tif source=Assign#page2.tif source=Assign#page3.tif	

TRADEMARK REEL: 003558 FRAME: 0202

#### TRADEMARK AND NAME ASSIGNMENT

This Trademark and Name Assignment is made as of December 7, 2006, from Caffall Bros. Forest Products, Inc., an Oregon corporation ("Assignor") to Simpson Timber Company, a Washington corporation ("Assignee").

WHEREAS, Assignor uses the trade name "GOLD LABEL"; and

WHEREAS, Assignor is the owner of the following federally registered trademarks: "GOLD LABEL CEDAR LUMBER" (with design) (Registration Number 1927942), and "GOLD LABEL CEDAR FENCING" (with design) (Registration Number 1842960); and

WHEREAS, Assignor is the owner of the following unregistered trademarks: "GOLD LABEL LUMBER" and "GOLD LABEL STUDS," and Assignor has filed applications to register the GOLD LABEL LUMBER trademark (Serial Number 78702843) and GOLD LABEL STUDS trademark (Serial Number 78702825), which applications have been deemed abandoned but which Assignor is in the process of petitioning to revive; and

WHEREAS, the trademarks referred to above will hereinafter be collectively referred to as the "Marks"; and

WHEREAS, Assignee is desirous of acquiring the Marks; and

WHEREAS, this Assignment is being entered into pursuant to the Asset Purchase Agreement, dated as of November 17, 2006, by and between the Assignor and Assignee (as it may be amended, supplemented or restated from time to time); and

WHEREAS, Assignor is acquiring from Assignee that portion of the business to which the Marks pertain;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, convey and assign unto Assignee Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to prosecute any applications to register such Marks and to renew any trademark registrations which shall issue from any such applications, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damages by reason of past infringement of said Marks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations or applications for the Marks to Assignee as assignee of the entire right,

.043100.0023/1339632.6

 $(\cdot)$ 

TRADEMARK
REEL: 003558 FRAME: 0203

title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Marks, in accordance with this Trademark and Name Assignment.

Assignor will take, or cause to be taken, all such other and further action as may reasonably be required by Assignee in order to effect the assignment contemplated hereby.

Assignor further covenants and agrees that Assignor will at any time upon request of Assignee, and at its expense, communicate to Assignee any facts relating to the Marks known to Assignor, and that Assignor will testify upon the request of Assignee as to the same in any proceeding in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, Assignor has caused this Trademark and Name Assignment to be executed by its proper officer thereunto duly authorized, as of date written above.

Assignor;	Assignee:
CAFFALL BROS. FOREST PRODUCTS, INC.	SIMPSON TIMBER COMPANY
By Day Cyll Its president	By

title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Marks, in accordance with this Trademark and Name Assignment.

Assignor will take, or cause to be taken, all such other and further action as may reasonably be required by Assignee in order to effect the assignment contemplated hereby.

Assignor further covenants and agrees that Assignor will at any time upon request of Assignee, and at its expense, communicate to Assignee any facts relating to the Marks known to Assignor, and that Assignor will testify upon the request of Assignee as to the same in any proceeding in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, Assignor has caused this Trademark and Name Assignment to be executed by its proper officer thereunto duly authorized, as of date written above.

Assignor:	Assignee:
CAFFALL BROS. FOREST PRODUCTS, INC.	SIMPSON TIMBER COMPANY
Ву	By Joseph R. Breed
Its	Its St/VP, Legal & Governmental Affairs

RECORDED: 06/08/2007