

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Allweather Wood LLC		10/12/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Union Bank of California, N.A.		
<b>Street Address:</b>	445 South Figueroa Street, G13-300		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1669471	ALLWEATHER WOOD TREATERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)799-5000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-799-4000		
<b>Email:</b>	dctrademarks@dlapiper.com		
<b>Correspondent Name:</b>	Ryan C. Compton, Esq. - DLA PIPER US LLP		
<b>Address Line 1:</b>	500 8th Street, NW		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	319678-65		
<b>NAME OF SUBMITTER:</b>	Ryan C. Compton, Esq.		
<b>Signature:</b>	/Ryan C. Compton/		
<b>Date:</b>	10/31/2007		

OP \$40.00 1669471

**Total Attachments: 6**

source=Allweather#page1.tif

source=Allweather#page2.tif

source=Allweather#page3.tif

source=Allweather#page4.tif

source=Allweather#page5.tif

source=Allweather#page6.tif

## PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of October 12, 2007, is made by ALLWEATHER WOOD LLC, a Delaware limited liability company ("Grantor"), in favor of UNION BANK OF CALIFORNIA, N.A. ("Bank").

### RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith by and among Grantor and Bank (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Bank has agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantor.

B. In order to induce Bank to enter into the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement) and to induce Bank to extend the financial accommodations as provided for in the Loan Agreement, Grantor has agreed to execute and deliver to Bank, this Agreement.

### 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, Grantor and Bank hereby agree as follows:

1. **Definitions.** Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Schedule A to the Loan Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein. In addition, the following capitalized terms shall have the following respective meanings:

"Copyright License" shall mean any and all rights now owned or hereafter acquired by Grantor under any written agreement by virtue of which Grantor licenses or is licensed any right to use any Copyright or Copyright registration.

"Copyrights" shall mean all of the following now owned or hereafter adopted or acquired by Grantor: (a) all copyrights and General Intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, and (b) all reissues, extensions or renewals thereof.

“Patent License” shall mean rights under any written agreement now owned or hereafter acquired by Grantor by virtue of which Grantor licenses or is licensed any right with respect to any invention on which a Patent is in existence.

“Patents” shall mean all of the following now owned or hereafter adopted or acquired by Grantor: (a) all patents of the United States or of any other country, all registrations and recordings thereof, and all applications for patents of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any territory thereof, or any other country, and (b) all reissues, continuations, continuations-in-part, divisions, renewals and extensions thereof, and (c) all inventions and improvements described or claimed in any of the foregoing, and all trade secrets and know-how related to any of the foregoing or to Grantor’s business.

“Trademark License” shall mean rights under any written agreement now owned or hereafter acquired by Grantor by virtue of which Grantor licenses or is licensed any right to use any Trademark.

“Trademarks” shall mean all of the following now owned or existing or hereafter adopted or acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and General Intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

**2. Grant of Security Interest in Intellectual Property Collateral.** To secure the prompt and complete payment, performance and observance of all of the Obligations, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Bank, a Lien upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, Grantor (including under any trade names, styles or derivations of Grantor), and whether owned or used by, or licensed to or from, Grantor, and regardless of where located (collectively, the “Intellectual Property Collateral”):

2.1 all of Grantor’s Patents, application for Patents, and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;

2.2 all of Grantor’s Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;

2.3 all of Grantor’s Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

2.4 all 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; and

2.5 all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement of any Copyright or Copyright License, (C) past, present or future infringement or dilution of any Trademark or Trademark License, or (D) injury to the Goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. **Loan Agreement.** The Liens granted pursuant to this Agreement are granted in conjunction with, and restate the Liens granted to Bank, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Liens granted under this Agreement are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

"Grantor"

**ALLWEATHER WOOD LLC**

By: 

Name: James Pelkey

Title: Secretary

"Bank"

**UNION BANK OF CALIFORNIA, N.A.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

“Grantor”

**ALLWEATHER WOOD LLC**

By: \_\_\_\_\_  
Name: James Pelkey  
Title: Secretary

“Bank”

**UNION BANK OF CALIFORNIA, N.A.**

By: \_\_\_\_\_  
Name: Victor J. Edwards  
Title: Vice President

**SCHEDULE I**  
**to**  
**PATENT, TRADEMARK AND**  
**COPYRIGHT SECURITY AGREEMENT**

**(PART A)**

PATENTS

None.

**(PART B)**

TRADEMARKS

Trademarks

ALLWEATHER WOOD TREATERS  
U.S. Trademark Registration No. 1,669,471  
Registered: December 24, 1991  
Registration Owner: Evergreen Forest Products, Inc.  
Registration Renewal: December 24, 2001

Material Unregistered Trademarks  
ALLWEATHER WOOD

**(PART C)**

COPYRIGHTS

None.