

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
BOISE CASCADE, L.L.C.		02/22/2008	LIMITED LIABILITY COMPANY: DELAWARE
BOISE BUILDING SOLUTIONS DISTRIBUTION, L.L.C.		02/22/2008	LIMITED LIABILITY COMPANY: DELAWARE
BOISE BUILDING SOLUTIONS MANUFACTURING, L.L.C.		02/22/2008	LIMITED LIABILITY COMPANY: DELAWARE
BOISE BUILDING SOLUTIONS MANUFACTURING HOLDINGS CORP.		02/22/2008	CORPORATION: DELAWARE
BC CHILE INVESTMENT CORPORATION		02/22/2008	CORPORATION: DELAWARE
BC BRAZIL INVESTMENT CORPORATION		02/22/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	335 Madison Avenue, 6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Bank (National Association):

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	2981342	BOISE
Registration Number:	1103419	BOISE CASCADE
Registration Number:	0944711	CASCADE
Registration Number:	1052301	CASCADE
Registration Number:	2970229	CASCADE

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Registration Number:	2937960	CASCADE
Registration Number:	1183781	
Registration Number:	1503401	
Registration Number:	1500789	
Registration Number:	1585562	
Registration Number:	2963032	AJS
Registration Number:	2206077	ALLJOIST
Registration Number:	2395722	BC CALC
Registration Number:	1815347	BC FRAMER
Registration Number:	2807130	BC TRACKER
Registration Number:	1594251	BCI
Registration Number:	2677231	BOISE CLASSIC
Serial Number:	78347928	BOISE ALLBEAM
Registration Number:	2891601	BOISE GLULAM
Registration Number:	2575790	BOISE GOLD
Registration Number:	1687884	CASCADE CREST
Serial Number:	77243488	JOIST REWARDS
Registration Number:	2640657	JOIST REWARDS
Registration Number:	1977458	SIMPLE FRAMING SYSTEM
Registration Number:	1181131	SUPER SHELF
Registration Number:	1181130	SUPER STEP
Registration Number:	0806593	TRU-FORM
Registration Number:	0795880	TRU-PLY
Registration Number:	2215433	VERSA-DECK
Registration Number:	1595401	VERSA-LAM
Registration Number:	1594252	VERSA-LAM PLUS
Registration Number:	1859173	VERSA-RIM
Serial Number:	77334754	VERSA-RIM PLUS
Registration Number:	2784632	VERSA-STRAND
Registration Number:	2360614	VERSA-STUD
Serial Number:	76678189	BOISE PRO-INSTALL

CORRESPONDENCE DATA

Fax Number: (704)373-8839

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

TRADEMARK
REEL: 003753 FRAME: 0482

Phone: 704-373-8065
Email: rlucas@mcguirewoods.com
Correspondent Name: Gina M. Lucas
Address Line 1: 100 N. Tryon Street, Suite 2900
Address Line 2: c/o McGuireWoods LLP
Address Line 4: Matthews, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Gina M. Lucas
Signature:	gina/m/lucas
Date:	04/04/2008

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of February 22, 2008 (this "Trademark Security Agreement"), among BOISE CASCADE, L.L.C., a Delaware limited liability company ("Boise Cascade"), BOISE BUILDING SOLUTIONS DISTRIBUTION, L.L.C., a Delaware limited liability company ("Boise Distribution"), BOISE BUILDING SOLUTIONS MANUFACTURING, L.L.C. ("Boise Manufacturing"), and together with Boise Cascade and Boise Distribution, collectively, "Borrowers") BOISE BUILDING SOLUTIONS MANUFACTURING HOLDINGS CORP., a Delaware corporation ("Boise Manufacturing Holding"), BC Chile Investment Corporation, a Delaware corporation ("BC Chile Investment") and BC BRAZIL INVESTMENT CORPORATION, a Delaware corporation ("BC Brazil Investment") and together with Boise Manufacturing Holding and BC Chile Investment, collectively, "Initial Guarantors") (the Borrowers and the Initial Guarantors are sometimes collectively referred to herein as "Grantors" and individually as a "Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association, in its capacity as Agent ("Agent") for itself and the Lenders from time to time party to the Loan Agreement, as hereinafter defined ("Lenders").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Grantors, the Agent and the Lenders, and in order to obtain the benefits referred to therein, each Grantor has granted to Agent, on behalf of itself and the Lenders, a security interest in substantially all of Grantor's personal property and assets, including, without limitation, the Trademark Collateral referred to in Section 2 below; and

WHEREAS, pursuant to the Loan Agreement, each Grantor has agreed to execute this Trademark Security Agreement in respect of certain of its Collateral for recording with the US PATENT AND TRADEMARK OFFICE.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter set forth, each Grantor and Agent agrees as follows:

1. DEFINED TERMS.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Each Grantor hereby grants to Agent, on behalf of itself and the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following, whether presently existing or hereafter acquired (collectively, the "Trademark Collateral") to secure the Obligations:

(a) the United States registered trademarks and trademark applications referred to on **Schedule I** hereto, as Schedule I may be supplemented from time to time

by supplements to the Loan Agreement and this Trademark Security Agreement which may be executed and delivered by the Grantor to the Agent from time to time;

(b) any and all goodwill related to the Trademark Collateral;

(c) any and all claims for damages for past, present and future infringement with respect to such Trademark Collateral; and

(d) all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such trademark, or (ii) injury to the goodwill associated with any such trademark; provided, however that the Trademark Collateral shall not include any Excluded Assets.

3. LOAN AND SECURITY AGREEMENT. This Trademark Security Agreement has been entered into in conjunction with the rights, remedies, and obligations of the parties that are set forth in the Loan Agreement. Each party hereby acknowledges and affirms that the grant of the security interest hereunder, and the rights, remedies and obligations of each other party with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the provisions of this Trademark Security Agreement and the Loan Agreement, the provisions of the Loan Agreement shall control.

4. SECTION TITLES. The Section titles contained in this Trademark Security Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall collectively and separately constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. TERMINATION. This Trademark Security Agreement shall automatically terminate, and the security interest in the Trademark Collateral shall be released, upon payment and performance of the Obligations. Upon termination of this Trademark Security Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the security interests in the Trademark Collateral granted herein.

7. GOVERNING LAW. This Trademark Security Agreement shall be governed by the laws of the State of New York, without giving effect to any conflict of law principles (but giving effect to federal laws relating to national banks).

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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.

GRANTORS:

BOISE CASCADE, L.L.C.

By: David G. Gadda
Name: David G. Gadda
Title: Vice President

BOISE BUILDING SOLUTIONS
DISTRIBUTION, L.L.C.

By: David G. Gadda
Name: David G. Gadda
Title: Vice President

BOISE BUILDINGS SOLUTIONS
MANUFACTURING, L.L.C.

By: David G. Gadda
Name: David G. Gadda
Title: Vice President

BOISE BUILDING SOLUTIONS
MANUFACTURING HOLDINGS CORP.

By: David G. Gadda
Name: David G. Gadda
Title: Vice President

BC CHILE INVESTMENT CORPORATION

By: David G. Gadda
Name: David G. Gadda
Title: Vice President

BC BRAZIL INVESTMENT
CORPORATION

By: David G. Gadda
Name: David G. Gadda
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: 
Name: Todd R. Eggertsen
Title: Vice President

Trademark Security Agreement
Acknowledgement

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TRADEMARK
REEL: 003753 FRAME: 0487

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	APPLICATION NUMBER	REGISTRATION NUMBER	REGISTRATION DATE
GRANTOR: BOISE CASCADE, L.L.C.			
BOISE	76/358,793	2,981,342	8/2/2005
BOISE CASCADE	73/144,213	1,103,419	10/3/1978
CASCADE	400,551	944,711	10/10/1972
CASCADE	73/033,958	1,052,301	11/09/1976
CASCADE	78/352,784	2,970,229	7/29/2005
CASCADE	78/352,952	2,937,960	4/5/2005
TREE-IN-A CIRCLE DESIGN	73/288,266	1,183,781	12/29/1981
TREE-IN-A-CIRCLE DESIGN	73/698,098	1,503,401	9/6/1988
TREE-IN-A-CIRCLE DESIGN	73/698,136	1,500,789	8/16/1988
TREE-IN-A-CIRCLE LOGO	73/698,135	1,585,562	3/6/1990
GRANTOR: BOISE BUILDING SOLUTIONS MANUFACTURING, L.L.C.			
AJS	76/592,383	2,963,032	06/21/2005
ALLJOIST	75/167,281	2,206,077	11/24/1998
BC CALC	75/829,575	2,395,722	10/17/2000
BC FRAMER	74/194,295	1,815,347	01/04/1994
BC TRACKER	76/337,412	2,807,130	01/20/2004
BCI	73/822,333	1,594,251	05/01/1990
BOISE ALLBEAM	78/347,928	*pending	*pending
BOISE CLASSIC	76/349,097	2,677,231	01/21/2003
BOISE GLULAM	76/362,590	2,891,601	10/05/2004
BOISE GOLD	76/216,818	2,575,790	06/04/2002
CASCADE CREST	74/102,502	1,687,884	05/19/1992
JOIST REWARDS	77/243,488	*pending	*pending
JOIST REWARDS & DESIGN	76/184,276	2,640,657	10/22/2002

Schedule I

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TRADEMARK
REEL: 003753 FRAME: 0488

MARK	APPLICATION NUMBER	REGISTRATION NUMBER	REGISTRATION DATE
SIMPLE FRAMING SYSTEM	74/625,026	1,977,458	05/28/1996
SUPER SHELF	73/297,212	1,181,131	12/08/1981
SUPER STEP	73/297,211	1,181,130	12/08/1981
TRU-FORM	72/210,640	806,593	04/05/1966
TRU-PLY	72/210,639	795,880	09/14/1965
VERSA-DECK	75/313,791	2,215,433	12/29/1998
VERSA-LAM	73/822375	1,595,401	05/08/1990
VERSA-LAM PLUS	73/822374	1,594,252	05/01/1990
VERSA-RIM	74/434,715	1,859,173	10/18/1994
VERSA-RIM PLUS	77/334,754	*pending	*pending
VERSA-STRAND	76/151,689	2,784,632	11/18/2003
VERSA-STUD	75/394,522	2,360,614	06/20/2000
GRANTOR: BOISE BUILDING SOLUTIONS DISTRIBUTION, L.L.C.			
BOISE PRO-INSTALL	76/678189	*pending	*pending

INTENT -TO-USE TRADEMARK APPLICATIONS¹

MARK	APPLICATION NUMBER
BOISE ALLBEAM	78/347,928
BOISE PRO-INSTALL	76/678189
JOIST REWARDS	77/243,488
VERSA-RIM PLUS	77/334,754

¹ As set forth in the Loan Agreement, excluded from the Trademark Collateral until such filing and acceptance by the United States Patent and Trademark Office of a "Statement of Use" or "Amendment of Alleged Use" with respect thereto.

Schedule I

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