

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	04/30/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pope & Talbot, Inc.		04/30/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Spearfish Forest Products, Inc.
Street Address:	P.O. Box 910
City:	Spearfish
State/Country:	SOUTH DAKOTA
Postal Code:	57783
Entity Type:	CORPORATION: SOUTH DAKOTA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1769076	HEARTLAND

CORRESPONDENCE DATA

Fax Number: (303)333-1470
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (303) 333-3010
 Email: tombirney@patnet.com
 Correspondent Name: Thomas S. Birney
 Address Line 1: 501 South Cherry Street, Suite 800
 Address Line 4: Denver, COLORADO 80246

ATTORNEY DOCKET NUMBER:	5631/1
NAME OF SUBMITTER:	Thomas S. Birney
Signature:	/Thomas S. Birney/

Date:

05/20/2008

Total Attachments: 5

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), effective the 30th day of April, 2008, is made and entered into by and between **Pope & Talbot, Inc.**, a corporation organized under the laws of the State of Delaware (the "Assignor") and **Spearfish Forest Products, Inc.** (the "Assignee"), a corporation organized under the laws of the State of South Dakota (each a "party," and collectively, the "parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement (defined below).

WHEREAS, the Assignor is the owner of each of the trademarks and service marks, and trademark and service mark registrations (including any and all goodwill associated exclusively with any of the foregoing) set forth on Schedule A hereto (the "Trademarks");

WHEREAS, the Assignor, certain affiliates of the Assignor (collectively, with the Assignor, the "Sellers") and International Forest Products Limited ("Interfor") are parties to that certain Asset Purchase Agreement, dated as of November 19, 2007, as amended from time to time (the "Asset Purchase Agreement"), pursuant to which Interfor has agreed to purchase the Purchased Assets from the Sellers, including the Trademarks; and

WHEREAS, Interfor has assigned its rights to acquire, *inter alia*, the Trademarks under the Asset Purchase Agreement to Interfor Pacific Inc. ("IPI"), a Washington corporation, pursuant to an assignment agreement dated the 6th day of December, 2007;

WHEREAS, IPI subsequently assigned its rights to acquire, *inter alia*, the Trademarks under the Asset Purchase Agreement to Neiman Enterprises, Inc. ("Neiman"), a Wyoming corporation, pursuant to an assignment agreement dated the 7th day of December, 2007;

WHEREAS, Neiman subsequently assigned its right to acquire, *inter alia*, the Trademarks under the Asset Purchase Agreement to the Assignee pursuant to an assignment agreement dated the 25th day of February, 2008; and

WHEREAS, the execution and delivery of this Assignment is a condition to the Closing.

NOW, THEREFORE, in consideration of the promises and the mutual agreements and covenants set forth herein and in the Asset Purchase Agreement, and intending to be legally bound, the Assignor and the Assignee hereby agree as follows:

1. Assignment. Effective upon the Closing, the Assignor hereby sells, assigns and transfers to the Assignee, and the Assignee hereby accepts the sale, assignment and transfer of, the Trademarks.
2. Further Action. The Assignor shall, at the request and expense of Assignee, use commercially reasonable efforts to timely execute and deliver any additional

documents and perform such additional acts that may be necessary, proper or advisable under applicable Law to assist Assignee in the recordation or perfection of this Assignment.

3. Governing Law. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York and, to the extent applicable, the Bankruptcy Code and the CCAA.

4. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each party has caused this Assignment of Intellectual Property to be executed by its duly authorized representative.

POPE & TALBOT, INC

By:




Name: R. Neil Stuart

Title: Vice President, Chief Financial
Officer and Secretary

Signature Page to PTI-SFP Assignment of IP (Interfor)

TRADEMARK
REEL: 003780 FRAME: 0471

SPEARFISH FOREST PRODUCTS, INC.

By: 

Name: Jim A. Neiman

Title: Vice President

SCHEDULE A

Trademarks

Mark: HEARTLAND

Owner: Pope & Talbot, Inc.

Registration No. 1769076

Registration Date: May 4, 1993