

TRADEMARK ASSIGNMENT

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
Ainsworth Lumber Co. Ltd.		12/03/2009	CORPORATION: BRITISH COLUMBIA

RECEIVING PARTY DATA

Name:	0866736 B.C. Ltd.
Street Address:	Suite 3194
Internal Address:	1055 Dunsmuir Street
City:	Vancouver, B.C.
State/Country:	CANADA
Entity Type:	CORPORATION: BRITISH COLUMBIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2804751	
Registration Number:	3665253	OS
Registration Number:	1553738	POURFORM
Registration Number:	2931671	POURFORM 101
Registration Number:	2378703	POURFORM-107
Registration Number:	2361596	POURFORM HDO
Registration Number:	2925852	POURFORM-PH
Registration Number:	3488466	POURFORM-OS
Registration Number:	1769956	TRANSDECK

CORRESPONDENCE DATA

Fax Number: (503)595-5301
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (503) 595-5300
 Email: ptotmdocket@klarquist.com

OP \$240.00 2804751

900155351

**TRADEMARK
 REEL: 004153 FRAME: 0898**

Correspondent Name: David P. Petersen
Address Line 1: One World Trade Center, Ste 1600
Address Line 2: 121 SW Salmon Street
Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER: 2996-84747-01

DOMESTIC REPRESENTATIVE

Name: David P. Petersen
Address Line 1: One World Trade Center, Ste 1600
Address Line 2: 121 SW Salmon Street
Address Line 4: Portland, OREGON 97204

NAME OF SUBMITTER: David P. Petersen

Signature: /David P. Petersen/

Date: 02/23/2010

Total Attachments: 5
source=Assignment#page1.tif
source=Assignment#page2.tif
source=Assignment#page3.tif
source=Assignment#page4.tif
source=Assignment#page5.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

THIS ASSIGNMENT made the 3 day of December, 2009.

BETWEEN:

Ainsworth Lumber Co. Ltd., a company incorporated under the federal laws of Canada having its registered office at Suite 3194, 1055 Dunsmuir Street, Vancouver, B.C. and **Ainsworth Engineered Canada Limited Partnership**, a limited partnership formed under the law of British Columbia, and having its head office at Suite 3194, 1055 Dunsmuir Street, Vancouver, B.C.
(the "Assignors")

AND:

0866736 B.C. Ltd., a company incorporated under the laws of British Columbia, having an office at Suite 3194, 1055 Dunsmuir Street, Vancouver, B.C.
(**"Assignee"**)

WHEREAS pursuant to an asset purchase agreement dated November 30, 2009 among the Assignors, 0866740 B.C. Ltd., and the Assignee (the "**Asset Purchase Agreement**"), the Assignors agreed to sell and the Assignee agreed to purchase the Intellectual Property (as defined in the Asset Purchase Agreement) for the consideration and on the terms and conditions set out in the Asset Purchase Agreement.

NOW THEREFORE THIS ASSIGNMENT WITNESSES that for good and valuable consideration now paid by the Assignee to the Assignors (the receipt and sufficiency of which are hereby acknowledged), the parties hereto covenant and agree as follows:

1. **Definitions**

All capitalized terms used herein and not otherwise defined will have the meaning ascribed to them in the Asset Purchase Agreement.

2. **Assignment**

Pursuant to and subject to the terms and conditions of the Asset Purchase Agreement, as and from the Closing, the Assignors hereby sell, assign, transfer, set over, deliver and convey to the Assignee the all right, title and interest of the Assignors' throughout the world in and to the Intellectual Property (the "**Assigned Assets**"), including without limitation:

(a) the following registered patents:

Country	Title of Patent	File Date	Serial or Application #	Registration Date	Registration #	Expiration Date
CDN	A Trailer or Truck Deck	14-Mar-91	2,303,689	6-Nov-01	2,303,689	14-Mar-11 ¹
US	Flooring Panels for Flat Platform Trailers	5-Dec-89	07/446,381	20-Aug-91	5,041,322	²
CDN	Flooring Panels for Flat Platform Trailers	14-Mar-91	2,038,249	27-Feb-01	2,038,249	14-Mar-11 ³
US	Flooring Panels for Flat Platform Trailers	5-Jun-91	07/696,225	1-Sep-92	5,143,418	05-Dec-09
EPO ⁴	Wood Based Composite Decking Panel	24-Feb-99	99936049.8	21-Apr-04	1,069,988	24-Feb-19

(b) the following registered trademarks:

Country	Title of Trademark	File Date	Serial or Application #	Registration Date	Registration #	Expiration Date
CDN	CONCRETE FORM 107	26-May-98	0879342	29-Apr-99	TMA511332	26-Apr-14 ⁵
US	CONCRETE FORM 107	20-Aug-98	75/599,133			⁶
US	VANDECK	18-Nov-02	78/186,300			⁷
CDN	VANDECK	20-May-03	1,178,507			⁸
US	POURFORM	24-Aug-88	73/748,032	29-Aug-89	1,553,738	29-Aug-19 ⁹
CDN	POURFORM	26-May-98	0879339	29-Apr-99	TMA511318	29-Apr-14 ¹⁰
CTM	POURFORM	21-Aug-07	006258388	23-Jul-08	006258388	21-Aug-17

¹ Abandoned request sent Feb 20, 2007. This patent has lapsed (on March 14, 2008) for failure to pay 16th anniversary maintenance fee (was due March 14, 2007)

² Became app # 07/696,225. See item #4

³ This patent has lapsed (on March 14, 2008) for failure to pay 16th anniversary maintenance fee (was due March 14, 2007)

⁴ To be confirmed.

⁵ Issued

⁶ Abandoned Jan 16, 2001

⁷ Abandoned

⁸ Abandoned

⁹ Issued

¹⁰ Issued

Country	Title of Trademark	File Date	Serial or Application #	Registration Date	Registration #	Expiration Date
US	POURFORM 101	18-Nov-02	78/186,301	8-Mar-05	2,931,671	8-Mar-15 ¹¹
CDN	POURFORM 101	20-May-03	1,178,505	6-Jun-06	TMA665710	6-Jun-21 ¹²
UK	POURFORM 101	19-May-03	2,332,380	14-May-04	2,332,380	19-May-13 ¹³
US	POURFORM-107	25-Nov-98	75/599,135	22-Aug-00	2,378,703	22-Aug-10 ¹⁴
CDN	POURFORM-107	7-Oct-74	0379513	15-Aug-75	TMA208883	15-Aug-20 ¹⁵
US	107	25-Nov-98	75,599,134		prior reg'n 1553738	¹⁶
CDN	107	9-Nov-73	0369756	16-Aug-74	TMA201203	16-Aug-19 ¹⁷
CTM	107	21-Aug-07	006257976	21-Aug-08	006257976	21-Aug-17
US	POURFORM HDO	25-Nov-98	75/595,576	27-Jun-00	2361596	27-Jun-10 ¹⁸
CDN	POURFORM HDO	26-May-98	0879341	29-Apr-99	TMA511320	29-Apr-14 ¹⁹
US	POURFORM MDO	25-Nov-98	75,599,136	27-Jun-00	2,361,608	27-Jun-10 ²⁰
CDN	POURFORM MDO	26-May-98	0879340	29-Apr-99	TMA511319	29-Apr-14 ²¹
US	POURFORM-PH	20-Jan-03	78/205,167	8-Feb-05	2,925,852	8-Feb-15 ²²
CDN	POURFORM-PH	17-Jul-03	1,183,402	13-Jul-04	TMA614719	13-Jul-19 ²³
CTM	POURFORM-PH	17-Jul-03	003277101	21-Apr-05	003277101	17-Jul-13 ²⁴
US	TRANSDECK	17-May-90	74/059,988	11-May-93	1,769,956	11-May-13 ²⁵
CDN	TRANSDECK	22-Dec-89	0647803	10-May-91	TMA384293	10-May-21 ²⁶
US	Colour "Orange"	7-Aug-02	78/152,075	13-Jan-04	2,804,751	13-Jan-14 ²⁷

¹¹ Issued¹² Issued¹³ Issued. Certificate was signed on May 14, 2004 but registration as of May 19, 2003¹⁴ Issued¹⁵ Issued. Originally to Evans Products. Renewed in 1990¹⁶ Abandoned Jan 16, 2001¹⁷ Issued. Originally to Evans Products. Renewed in 2004¹⁸ Issued¹⁹ Issued²⁰ Abandoned March 31, 2007²¹ Issued²² Issued²³ Issued²⁴ Issued²⁵ Issued. Renewal granted July 26, 2003²⁶ Issued²⁷ Issued

Country	Title of Trademark	File Date	Serial or Application #	Registration Date	Registration #	Expiration Date
CDN	Colour "Orange"	29-Jan-03	1,166,313	23-Aug-04	TMA617304	23-Aug-19 ²⁸
UK	Colour "Orange"	27-May-03	2,325,837			²⁹
CTM	Colour "Orange"	6-Feb-03	3,044,633			³⁰
US	POURFORM – OS	23-Jan-08	77,378,900	19-Aug-08	3488466	19-Aug-18
US	OS	23-Jan-08	77,378,888	4-Aug-09	3665253	4-Aug-19

(c) all corresponding right, title and interest in and to any continuations or divisions of the patents listed in Section 2(a); and

(d) all the benefit of the trademarks listed in Section 2(b), the benefit of the use of such trademarks and the goodwill of the business relating to such trademarks and to the wares and services associated with them.

3. Subject to Asset Purchase Agreement

This assignment is intended to evidence delivery by the Assignors to the Assignee of the Conveyed Assets as contemplated by the Asset Purchase Agreement and will therefore be read and construed together with the Asset Purchase Agreement. In the event that the provisions of the Asset Purchase Agreement conflict with or differ from the provisions hereof, those provisions of the Asset Purchase Agreement will prevail.

4. General

The Assignors will at the request of the Assignee execute and deliver such further documents and take such further steps as are reasonably necessary or appropriate to give effect to the intent and meaning of this Assignment. This Assignment will enure to the benefit of and be binding upon the parties and their respective successors and assigns. This Assignment is to be interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. In this Assignment, words importing the singular include the plural and vice versa.

5. Counterparts

This Assignment may be executed in any number of counterparts and delivered by facsimile or transmitted electronically by either Tagged Image Format Files (TIFF) or Portable Document Format (PDF) with the same effect as if all parties to this Bill of Sale had signed and delivered the same document and all counterparts will be construed together as an original and will constitute one and the same assignment.

²⁸ Issued

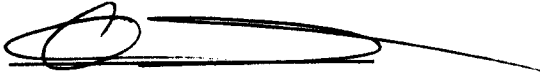
²⁹ Refused

³⁰ Refused

IN WITNESS WHEREOF the parties have executed this Assignment as of the day and year first above written.


AINSWORTH LUMBER CO. LTD.

Per:


Authorized Signatory

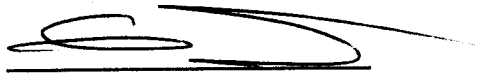
0866736 B.C. LTD.

Per:


Authorized Signatory

AINSWORTH ENGINEERED CANADA LIMITED PARTNERSHIP, by its general partner Ainsworth Lumber Co. Ltd.

Per:


Authorized Signatory

Before me this ___ day of December, 2009 at Vancouver, British Columbia, Christopher Davies, who is personally known to me, appeared before me and acknowledge to me that he is the authorized signatory of Ainsworth Lumber Co. Ltd. (the "Corporation") and that he is the person who subscribed his name to the attached assignment on behalf of the Corporation, that he/she was authorized to execute said assignment on behalf of the Corporation and that the Corporation was a corporation in existence at the date that the said assignment was so executed.

IN TESTIMONY of which I set my hand and seal of office at Vancouver, British Columbia, on December 3, 2009.

Notarial Seal:



RYAN GOODMAN
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
Suite 2600, Three Bentall Centre
595 Burrard St., P.O. Box 49314
Vancouver, B.C. V7X 1L3
Notary Public 604-631-3341