

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mendocino Forest Products Company, LLC		12/30/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	American AgCredit, PCA, as administrative agent		
Street Address:	5560 South Broadway		
City:	Eureka		
State/Country:	CALIFORNIA		
Postal Code:	95503		
Entity Type:	a Production Credit Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2863042	MRC	
Registration Number:	3101162	TRUEGUARD	
Registration Number:	3188534	MENDOCINO	
Registration Number:	3188539		
Registration Number:	3190592	MENDOCINO	
Registration Number:	3781436	CLASSIC BY NATURE	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2128198200		
Email:	fcutajar@whitecase.com		
Correspondent Name:	White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Patents & Trademarks		
Address Line 4:	New York, NEW YORK 10036		

OP \$165.00 2863042

ATTORNEY DOCKET NUMBER:	1448012-0007
NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	12/30/2010
Total Attachments: 4 source=MendicinoEtAITMSecurityInterestToAmericanAgCredit#page1.tif source=MendicinoEtAITMSecurityInterestToAmericanAgCredit#page2.tif source=MendicinoEtAITMSecurityInterestToAmericanAgCredit#page3.tif source=MendicinoEtAITMSecurityInterestToAmericanAgCredit#page4.tif	

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Mendocino Forest Products Company, LLC, a Delaware limited liability company (“MFPC”), Coos Head Forest Products, LLC, a Delaware limited liability company (“CHFP”) and Allweather Wood LLC, a Delaware limited liability company (“AWW” and together with MFPC and CHFP, the “Grantors”, and each a “Grantor”), each owns and uses in its respective business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Mendocino Forest Products Company, LLC, a Delaware limited liability company (“MFP”), Allweather Wood LLC, a Delaware limited liability company (“AWW”), Coos Head Forest Products, LLC, a Delaware limited liability company (“CHFP”), TrueGuard, LLC, a Delaware limited liability company (“TG” and, together with MFP, AWW and CHFP, the “Borrowers” and each a “Borrower”), have entered into a Credit Agreement dated as of December 30, 2010 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “Credit Agreement”) with the financial institutions party thereto (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “Lenders”), and American AgCredit, PCA, as Administrative Agent for the Lenders (in such capacity, “Administrative Agent”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrowers; and

WHEREAS, Borrowers may from time to time be provided with any one or more Bank Products (as defined in the Credit Agreement) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Bank Products are provided (in such capacity, collectively, “Bank Product Counterparties”); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of December 30, 2010 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “Security Agreement”), among Grantors, the other grantors named therein, American AgCredit, PCA, as agent for and representative of (in such capacity, “Secured Party”) Lenders and any Bank Product Counterparty, Grantors have created in favor of Secured Party for the benefit of Secured Party, Lenders and any Bank Product Counterparty a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to Secured Party pursuant to the Security Agreement, each Grantor hereby grants to Secured Party a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which each Grantor now has or hereafter acquires an interest and wherever the same may be located (the “Trademark Collateral”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

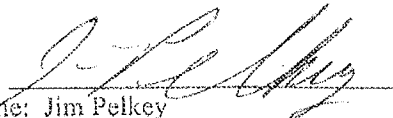
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IN WITNESS WHEREOF, each Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 30th day of December, 2010.

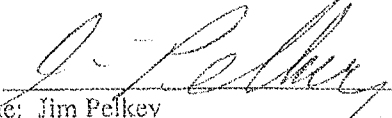
**MENDOCINO FOREST PRODUCTS
COMPANY, LLC**

By: 
Name: Jim Pelkey
Title: Chief Financial Officer

ALLWEATHER WOOD LLC

By: 
Name: Jim Pelkey
Title: Secretary




**COOS HEAD FOREST PRODUCTS,
LLC**

By: 
Name: Jim Pelkey
Title: Secretary

Grant of Trademark Security Interest

LOSANGELES 890860 (28)

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

TM	Type	App. Filing Date	Reg. Date	Reg. No.	Owner/Assignee
"MRC"	Word Mark	4/17/00	7/13/04	2,863,042	Mendocino Forest Products Company, LLC ("MFP")
"TRUEGUARD"	Word Mark	8/15/03	6/6/06	3,101,162	MFP
"MENDOCINO"	Word Mark	6/29/05	12/26/06	3,188,534	MFP
	Logo design plus words, letters, and/or numbers (no color)	7/8/05	12/26/06	3,188,539	MFP
	Logo design plus words, letters, and/or numbers (no color)	6/29/05	1/2/07	3,190,592	MFP
"CLASSIC BY NATURE"	Word Mark	4/4/07	4/27/10	3,781,436	MFP
"DURAWOOD"	Word Mark	2/18/09	4/27/10	3,779,823	Coos Head Forest Products, LLC ("CHFP")
"CEDARTREAT"	Word Mark	6/17/99	3/14/00	2,329,955	CHFP
	Logo design plus words, letters, and/or numbers (no color)	12/18/08	8/11/09	3,666,236	Allweather Wood LLC ("AWW")
"ALLWEATHER WOOD"	Word Mark	12/18/08	9/1/09	3,675,755	AWW
"ALLWEATHER WOOD TREATERS"	Word Mark	10/12/90	12/24/91	1,669,471	AWW