

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
West Fraser Mills LTD.		05/01/2010	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Computershare Trust Company of Canada
Street Address:	510 Burrard Street
City:	Vancouver
State/Country:	CANADA
Postal Code:	V6C 3B9
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2966424	WF
Serial Number:	77518913	ECO-GOLD
Registration Number:	3745862	ECO GOLD
Serial Number:	77518907	ECOPREMIUM
Registration Number:	1732252	RANGER
Registration Number:	1467356	RANGER
Registration Number:	1478700	RANGER
Serial Number:	77868269	WEST PINE

CORRESPONDENCE DATA

Fax Number: (312)558-5700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3125586352
 Email: lkonrath@winston.com
 Correspondent Name: Laura Konrath
 Address Line 1: 35 West Wacker Drive

900180694

**TRADEMARK
 REEL: 004448 FRAME: 0404**

CH \$215.00 2966424

Address Line 2: Winston & Strawn LLP
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 4141-28

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Laura Konrath

Signature: /Laura Konrath/

Date: 01/06/2011

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 1, 2010, is between WEST FRASER MILLS LTD. ("Grantor") and COMPUTERSHARE TRUST COMPANY OF CANADA, a trust company incorporated under the laws of Canada and authorized to carry on business in all of the provinces and territories of Canada, in its capacity as trustee (the "Trustee").

WITNESSETH:

WHEREAS, Grantor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, capitalized terms used but not defined herein are used in the provided in that certain Security Agreement of even date herewith entered into by West Fraser, Inc., West Fraser (USA), Inc. and West Fraser Forest Products, Inc., as grantors, in favor of the Trustee, for the benefit of the Secured Creditors; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to the Trustee, for the benefit of the Secured Creditors, to secure the Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, including without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to the Trustee, for the benefit of the Secured Creditors, pursuant to the Security Agreement. Grantor hereby

acknowledges and affirms that the rights and remedies of the Trustee with respect to the security interest in the Trademark Collateral made and 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.

[signature page follows]


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 1st day of May, 2010.

WEST FRASER MILLS LTD.

By: 
Name: Gerald Munn
Title: EXECUTIVE VICE-PRESIDENT, FINANCE & CHIEF FINANCIAL OFFICER

Acknowledged:

COMPUTERSHARE TRUST COMPANY OF CANADA,
as Trustee for the benefit of the Secured Creditors

By: 
Name: _____
Title: _____

Gabriel Ducharme
Professional, Corporate Trust

Nicole H. Clement
General Manager

*Signature Page to Trademark
Security Agreement*

SCHEDULE 1

MARK	U.S. REGISTRATION NUMBER	OWNER
WF	2966424	WEST FRASER MILLS LTD.
ECO-GOLD	PENDING (SERIAL NUMBER 77518913)	WEST FRASER MILLS LTD.
ECO-GOLD	3745862	WEST FRASER MILLS LTD.
ECOPREMIUM	PENDING (SERIAL NUMBER 77518907)	WEST FRASER MILLS LTD.
RANGER	1732252	WEST FRASER MILLS LTD.
RANGER	1467356	WEST FRASER MILLS LTD.
RANGER	1478700	WEST FRASER MILLS LTD.
WEST PINE	PENDING (SERIAL NUMBER 77868269)	WEST FRASER MILLS LTD.

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