

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
 RLC Industries Co.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Oregon
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Agent

Internal Address: _____

Street Address: 400 4th Street, Mailcode: OR1-110-01-15

City: Lake Oswego

State: OR

Country: USA Zip: 97034

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other National Assoc. Citizenship US

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) March 31, 2011

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
771799,648

B. Trademark Registration No.(s)
2,576,842 (See Schedule I)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: CT Lien Solutions

Internal Address: Attn: Susan O'Brien

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: New York Zip: 12205

Phone Number: (800) 342-3676 ext. 4065

Fax Number: (800) 962-7049

Email Address: susan.obrien@wolterskluwer.com

6. Total number of applications and registrations involved: 25

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 640.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment information:

a. Credit Card Last 4 Numbers 57083
 Expiration Date 10/12

b. Deposit Account Number _____
 Authorized User Name _____

9. Signature: Andrew J. Bates 4/8/11
 Signature Date

Andrew Bates, Esq. Total number of pages including cover sheet, attachments, and document: 11
 Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1450

Trademark Recordation Cover Sheet

1. Additional Names of Conveying Parties:

Name	State of Incorporation
Roseburg Forest Products South Limited Partnership	Oregon
Roseburg Forest Products Co.	Oregon
Scott Timber Co.	Oregon
RFP Composites LLC	Oregon
Roseburg International Co.	Nevada

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. REGISTERED TRADEMARKS

(1) Trademarks Owned by Roseburg Forest Products Co.

Mark Name	Country	Current Owner	Status	Reg. No.	Appl. No.
RIGIDFLOOR	US	Roseburg Forest Products Co.	REGISTERED	2,576,842	76/120,384
RIGIDLAM	US	Roseburg Forest Products Co.	REGISTERED	2,583,548	76/120,383
RIGIDRIM	US	Roseburg Forest Products Co.	REGISTERED	2,586,408	76/120,382
RFPI	US	Roseburg Forest Products Co.	REGISTERED	2,574,467	76/120,388
QUALITY ENGINEERED WOOD PRODUCTS FOR TODAY'S BUILDER	US	Roseburg Forest Products Co.	REGISTERED	2,855,423	78/225,964
ROSEBURG FRAMING SYSTEM	US	Roseburg Forest Products Co.	REGISTERED	2,847,051	78/225,963
REDIPLY	US	Roseburg Forest Products Co.	REGISTERED	3,143,031	78/407,876
SKYBLEND	US	Roseburg Forest Products Co.	REGISTERED	3,336,212	78/628,581
QUALITY ENGINEERED WOOD PRODUCTS FOR TODAY'S BUILDER	US	Roseburg Forest Products Co.	REGISTERED	3,830,601	77/795,416

(2) Trademarks Owned by Roseburg Forest Products South LP

Mark Name	Country	Current Owner	Status	Reg No.	Appl. No.
DURAMINE	US	Roseburg Forest Products South LP	REGISTERED	2,626,374	76/210,650
NOVOFLOR	US	Roseburg Forest Products South LP	REGISTERED	1,495,810	73/695,310
NOVOLITE	US	Roseburg Forest Products South LP	REGISTERED	1,598,622	73/838,487
NOVOPLY	US	Roseburg Forest Products South LP	REGISTERED	542,445	71/599,354
S SYNERGITE AND DESIGN	US	Roseburg Forest Products South LP	REGISTERED	1,012,208	73/025,793
SYNERGITE	US	Roseburg Forest Products South LP	REGISTERED	1,621,234	74/032,167
SYNERLITE	US	Roseburg Forest Products South LP	REGISTERED	1,818,480	74/296,676
DECOLAM	US	Roseburg Forest Products South LP	REGISTERED	924,573	72/384,614
VINYLCOTE	US	Roseburg Forest Products South LP	REGISTERED	980,799	72/423,962
DECOPLY	US	Roseburg Forest Products South LP	REGISTERED	1,300,562	73/428,715
DECAPLY	US	Roseburg Forest Products South LP	REGISTERED	1,301,697	73/429,122
WOODLAM	US	Roseburg Forest Products South LP	REGISTERED	1,547,394	73/738,177
MELA-SHEILD	US	Roseburg Forest Products South LP	REGISTERED	1,779,677	74/173,800
DECOLAM, INC. AND DESIGN	US	Roseburg Forest Products South LP	REGISTERED	1,862,510	74/291,353

Mark Name	Country	Current Owner	Status	Reg No.	Appl. No.
RTU READY TO USE! (and Design)	US	Roseburg Forest Products South LP	REGISTERED	2,434,516	75/523,597
RESIN-TITE	OR (state)	Roseburg Forest Products Co.	REGISTERED	T9024	
DURAMINE	MX	Roseburg Forest Products South LP	REGISTERED	837139	652673
FINES FACE	CA	Roseburg Forest Products South LP	REGISTERED	TMA389479	637097
MICROFINE	CA	Roseburg Forest Products South LP	REGISTERED	TMA371927	637101
NOVOFLOR	CA	Roseburg Forest Products South LP	REGISTERED	TMA371925	637098
NOVOPLY	CA	Roseburg Forest Products South LP	REGISTERED	TMA395,917	665,688
NOVOWOOD	CA	Roseburg Forest Products South LP	REGISTERED	TMA379674	639066
SYNERGITE	CA	Roseburg Forest Products South LP	REGISTERED	TMA464079	778215
S SYNERGITE AND DESIGN	CA	Roseburg Forest Products South LP	REGISTERED	TMA465204	778216

2. TRADEMARK APPLICATIONS

(1) Trademarks Applications Owned by Roseburg Forest Products Co.

PAUL BUNYON	US	Roseburg Forest Products Co.	PUBLISHED		77/799,648
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3. TRADEMARK LICENSES

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2011, is made by Roseburg Forest Products Co., an Oregon corporation ("RFP"), Roseburg Forest Products South Limited Partnership, an Oregon limited partnership ("RFPS"), Scott Timber Co., an Oregon corporation ("Scott"), RLC Industries Co., an Oregon corporation ("RLC"), RFP Composites LLC, an Oregon limited liability company ("Composites") and Roseburg International Co., a Nevada corporation ("International") and together with RFP, RFPS, Scott, RLC and Composites, each a "Grantor", and individually and collectively, jointly and severally, the "Grantors", in favor of Bank of America, N.A., a national banking association, in its capacity as agent for the Lenders (defined below) (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among RFP and RFPS (together with RFP, each a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the financial institutions party thereto from time to time as "Lenders" (collectively, "Lenders"), and Agent, the Lenders are willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof;

WHEREAS, Lenders are willing to make the financial accommodations to Borrowers as provided for in the Loan Agreement, but only upon the condition, among others, that the Guarantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Guaranty and Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty");

WHEREAS, pursuant to the Loan Agreement, each of the Borrowers is required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement; and

WHEREAS, pursuant to the Guaranty, each of the Guarantors is required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby 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, assigns and pledges to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including those referred to on Schedule I hereto (each a "Trademark");

(b) all licenses of any trademarks (including service marks), trade names, trade dress, and trade styles, whether as licensee or licensor, including those referred to on Schedule I hereto;

(c) all renewals or extensions of the foregoing Trademarks;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(e) all income, royalties, payments and proceeds of the foregoing now and hereafter due or payable, including payments under all licenses entered into in connection with the Trademarks; and

(f) the right to sue and recover damages and payments for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any license agreement.

3. LOAN AGREEMENT AND GUARANTY. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Loan Agreement and the Guaranty, as applicable. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement and the Guaranty, as applicable, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GRANTORS REMAIN LIABLE. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with any Trademark Collateral subject to a security interest hereunder.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

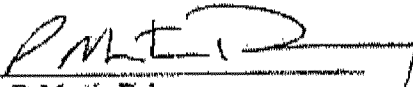
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

7. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of California.

[SIGNATURE PAGE FOLLOWS]

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.

RLC INDUSTRIES CO.,
an Oregon corporation

By: 
Name: P. Martin Daley
Title: Vice President - Finance

**ROSEBURG FOREST PRODUCTS SOUTH
LIMITED PARTNERSHIP,**
an Oregon limited partnership

By: RFP Composites LLC,
an Oregon limited liability company,
its General Partner

By: RLC Industries Co.,
an Oregon corporation,
its Manager

By: 
Name: P. Martin Daley
Title: Vice President - Finance

ROSEBURG FOREST PRODUCTS CO.,
an Oregon corporation

By: 
Name: P. Martin Daley
Title: Vice President - Finance

[Signature page to Trademark Security Agreement]

SCOTT TIMBER CO.,
an Oregon corporation


By: 
Name: P. Martin Daley
Title: Vice President - Finance

RFP COMPOSITES LLC,
an Oregon limited liability company

By: RLC Industries Co.,
an Oregon corporation,
its Manager

By: 
Name: P. Martin Daley
Title: Vice President - Finance


ROSEBURG INTERNATIONAL CO.,
a Nevada corporation

By: 
Name: P. Martin Daley
Title: Vice President - Finance

[Signature page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Agent

By: 
Name: Gregory A. Jones
Title: Senior Vice President

[Signature page to Trademark Security Agreement]

There are no separate licenses apart from standard permissions given to Roseburg channel customers and promotional parties for marketing and resale purposes.

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RECORDED: 04/07/2011

TRADEMARK
REEL: 004516 FRAME: 0893