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ETAS ID: TM356206

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SIERRAPINE		09/11/2015	LIMITED PARTNERSHIP: CALIFORNIA

RECEIVING PARTY DATA

Name:	ROSEBURG FOREST PRODUCTS CO.
Street Address:	P.O. Box 1088
City:	Roseburg
State/Country:	OREGON
Postal Code:	97470
Entity Type:	CORPORATION: OREGON

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3309692	ARREIS
Registration Number:	3327701	ARREIS
Registration Number:	3327702	ARREIS WHEN THE EARTH DEMANDS AFFORDABLE
Registration Number:	1503949	MEDEX
Registration Number:	1191192	MEDITE

CORRESPONDENCE DATA

Fax Number: 5032202480

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (503) 294-9848

Email: TM-PDX@STOEL.COM, lisa.davis@stoel.com

Correspondent Name: Stoel Rives LLP - Matthew R. Wilmot **Address Line 1:** 900 SW Fifth Avenue, Suite 2600

Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER:	30436-106
NAME OF SUBMITTER:	Lisa M. Davis, Paralegal
SIGNATURE:	/Lisa M. Davis/
DATE SIGNED:	09/24/2015

TRADEMARK REEL: 005629 FRAME: 0950

Total Attachments: 9 source=EXECUTED - Assignment of Intellectual Property#page1.tif source=EXECUTED - Assignment of Intellectual Property#page2.tif source=EXECUTED - Assignment of Intellectual Property#page3.tif source=EXECUTED - Assignment of Intellectual Property#page4.tif source=EXECUTED - Assignment of Intellectual Property#page5.tif source=EXECUTED - Assignment of Intellectual Property#page6.tif source=EXECUTED - Assignment of Intellectual Property#page7.tif source=EXECUTED - Assignment of Intellectual Property#page8.tif

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY is made as of September 11, 2015 (this "IP Assignment"), by and between **SIERRAPINE**, a California limited partnership ("Assignor"), and **ROSEBURG FOREST PRODUCTS CO.**, an Oregon corporation ("Assignee"). Terms used but not defined herein have the meanings given to such terms in that certain Asset Purchase Agreement, dated as of August 5, 2015 (the "Purchase Agreement"), by and between Assignor and Assignee.

RECITALS

WHEREAS, Assignor and Assignee have entered into the Purchase Agreement, pursuant to which Assignee has agreed to purchase and accept from Assignor, and Assignor has agreed to sell, assign, transfer and convey to Assignee or its designee, all of Assignor's right, title and interest, in, to and under the Assets, upon the terms and subject to the conditions of the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement and in connection with Assignee's acquisition of the Assets, Assignee has agreed to acquire, and Assignor has agreed to convey, Assignor's entire right, title and interest in, to and under all Intellectual Property included in the Assets, including, without limitation, all Intellectual Property set forth on Schedule A hereto (collectively, the "Intellectual Property Assets"); and

WHEREAS, Assignor and Assignee desire to carry out the intent and purpose of the Purchase Agreement by the execution and delivery of this IP Assignment, subject to the provisions of the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Assignment. In accordance with the provisions of the Purchase Agreement, Assignor hereby sells, assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in, to and under the Intellectual Property Assets, together with any goodwill associated therewith, for Assignee's own use and behalf, and for the use and behalf of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this IP Assignment and sale had not been made; and the right to file any action and recover damages by reason of past, present or future infringement, misappropriation, dilution or other unauthorized use of said Intellectual Property Assets, with the right to sue for, and collect same for its own use and behalf, and for the use and behalf of its successors, assigns, or other legal representatives; and Assignee hereby purchases and accepts the Intellectual Property Assets.
- 2. <u>Documentation</u>. Assignor hereby agrees to execute, acknowledge and deliver to Assignee all documents, instruments and agreements as may be necessary to make a record with any Governmental Entities (both foreign and domestic) or third parties of, and to otherwise more

TRADEMARK
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fully confirm, Assignee's ownership of all right, title and interest in, to and under the Intellectual Property Assets, to have and to hold for its proper benefit forever, free and clear of all monetary liens or encumbrances or liens or encumbrances that would not result in a Material Adverse Effect.

- 3. <u>Construction</u>. This IP Assignment is subject in all events to the terms and conditions of the Purchase Agreement and shall not in any way alter any of the rights, obligations and responsibilities of any of the parties to the Purchase Agreement. In the event of a conflict between the terms of this IP Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.
- 4. Governing Law. This IP Assignment shall be governed by, and construed in accordance with, the laws of the State of Oregon regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. The parties hereto agree that any disputes which may arise out of this IP Assignment which relate to either party's rights and/or obligations hereunder shall be resolved in accordance with the provisions of the Purchase Agreement.
- 5. <u>Interpretation</u>. Titles and headings contained in this IP Assignment are for reference purposes only and shall not affect the meaning or interpretation of this IP Assignment. Whenever the words "include," "includes" or "including" are used in this IP Assignment, they shall be deemed to be followed by the words "without limitation."
- 6. <u>Amendment</u>. This IP Assignment may not be amended except by an instrument in writing signed on behalf of each of Assignee and Assignor.
- 7. Severability. Whenever possible, each provision or portion of any provision of this IP Assignment will be interpreted in such manner as to be effective and valid under applicable Law but if any provision or portion of any provision of this IP Assignment is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this IP Assignment will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein, so long as the economic and legal substance of the transactions contemplated hereby are not affected in a manner materially adverse to any party hereto.
- 8. <u>Counterparts</u>. This IP Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party. The exchange of a fully executed IP Assignment (in counterparts or otherwise) by facsimile or by electronic delivery in .pdf format shall be sufficient to bind the parties to the terms and conditions of this IP Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused this IP Assignment to be duly executed on as of the first date above written to be effective as of such date.

partnership	Oregon corporation
By Emmerson Investments, Inc., a California corporation a general partner By M.D. Emmerson Its Vice-President	By: Its:
By Rockland Timber Co., a Delaware corporation, a general partner	
By J.H. Gonyea III Its Vice-President	

IN WITNESS WHEREOF, Assignor and Assignee have caused this IP Assignment to be duly executed on as of the first date above written to be effective as of such date.

SIERRAPINE, a California limited partnership By Emmerson Investments, Inc., a California corporation, a general partner By: Its: By M.D. Emmerson Its Vice-President By Rockland Timber Co., a Delaware corporation, a general partner

Its Vice-President

IN WITNESS WHEREOF, Assignor and Assignee have caused this IP Assignment to be duly executed on as of the first date above written to be effective as of such date.

SIERRAPINE, a California limited partnership

By Emmerson Investments, Inc., a California corporation, a general partner

By M.D. Emmerson Its Vice-President

By Rockland Timber Co., a Delaware corporation, a general partner

By J.H. Gonyea III Its Vice-President

ROSEBURG FOREST PRODUCTS CO., an

Oregon corporation

By: Allyn C Ford

Its: President, Chief Executive Officer

SCHEDULE A TO ASSIGNMENT OF INTELLECTUAL PROPERTY

TRADENAMES:

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TRADEMARKS:

<u>Mark</u> <u>Serial Number</u> <u>Registration Number</u> <u>Owner</u>	Country	Class/Goods and Services	<u>Status</u>
ARREIS Serial No: 78/871,017 Reg. No: 3309692	United States	Class: 20 Wood products, namely, composite panels, particleboard and fiberboard for use in further manufacturing	Registered App Date: 4/27/2006 Reg Date: 10/9/2007 Renewal Date: 10/9/2017
ARREIS Serial No: 1316162 Reg. No: 1316162	Australia	Class: 19 Non metallic building materials; building elements made of wooden materials; wooden building materials in fabricated form; wooden panels for the interior decoration of rooms; wood fibreboard, medium density fibreboard, including that designed specifically for shelving, furniture, cabinetry, wall panels, benches, bench tops, tabletops	Registered App Date: 8/20/2009 Reg Date: 04/01/2010 Renewal Date: 08/20/2019
ARREIS Serial No: 811366 Reg. No: 811366	New Zealand	Class: 19 Non metallic building materials; building elements made of wooden materials; wooden building materials in fabricated form; wooden panels for the interior decoration of rooms; wood fibreboard, medium density fibreboard, including that designed specifically for shelving, furniture, cabinetry, wall panels, benches, bench tops, tabletops	Registered App Date: 8/20/2009 Reg Date: 02/25/2010 Renewal Date: 08/20/2019

SCHEDULE A TO ASSIGNMENT OF INTELLECTUAL PROPERTY TRADEMARK

REEL: 005629 FRAME: 0957

Mark	Country	Class/Goods and Services	Status
<u>Serial Number</u> <u>Registration Number</u> <u>Owner</u>			
ARREIS & DESIGN Serial No: 78/871,043 Reg. No: 3327701	United States	Class: 20 Wood products, namely, composite panels, particleboard and fiberboard for use in further manufacturing	Registered App Date: 4/27/2006 Reg Date:
arreis			10/30/2007 Renewal Date: 10/30/2017
ARREIS & DESIGN Serial No: 1316163 Reg. No: 1316163	Australia	Class: 19 Non metallic building materials; building elements made of wooden materials; wooden building materials in fabricated form; wooden panels for the interior	Registered App Date: 8/20/2009 Reg Date: 04/01/2010
arreis		decoration of rooms; wood fibreboard, medium density fibreboard, including that designed specifically for shelving, furniture, cabinetry, wall panels, benches, bench tops, tabletops	Renewal Date: 08/20/2019
ARREIS & DESIGN Serial No: 811365 Reg. No: 811365	New Zealand	Class: 19 Non metallic building materials; building elements made of wooden materials; wooden building materials in fabricated form; wooden panels for the interior decoration of rooms; wood fibreboard, medium density fibreboard, including that designed specifically for shelving, furniture,	Registered App Date: 8/20/2009 Reg Date: 02/25/2010 Renewal Date: 08/20/2019
ADDRES WITTEN THE	This	cabinetry, wall panels, benches, bench tops, tabletops Class: 20	Desistand
ARREIS WHEN THE EARTH DEMANDS AFFORDABLE EXCELLENCE & DESIGN Serial No: 78/871,075 Reg. No: 3327702	United States	Wood products, namely, composite panels, particleboard and fiberboard for use in further manufacturing	Registered App Date: 4/27/2006 Reg Date: 10/30/2007
Men the earth demands affordable excellence			Renewal Date: 10/30/2017

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<u>Mark</u> Serial Number	Country	Class/Goods and Services	Status
Registration Number Owner			
MEDEX Serial No: 73/710172 Reg. No: 1503949	United States	Goods: Manufactured fiberboard panel composed of pressed wood fiber and resins and especially suited for applications which are exposed to weather and water	Registered App Date: 2/8/1988 Reg Date: 9/13/1988 Renewal Date: 9/13/2018
MEDEX Serial No: 0652210 Reg. No: TMA382098	Canada	Goods: Manufactured fiberboard panel composed of pressed wood fiber and resins and especially suited for applications which are exposed to	Registered App Date: 3/2/1990 Reg Date: 3/22/1991
		weather and water	Renewal Date: 3/22/2021
MEDEX Serial No: 763575 Reg. No: 921584	Mexico	Class: 19 Building materials not of metal; rigid pipes not of metal, for building; asphalt, pitch and polish; transportable buildings of not metal; monuments not of metal	Registered App Date: 2/1/2006 Reg Date: 2/24/2006
			Renewal Date: 2/1/2016
MEDITE Serial No: 73/212455 Reg. No: 1191192	United States	Goods: Medium density fiberboard, a material used by purchasers in construction of furniture, cabinets, mill work and doors	Registered App Date: 4/20/1979 Reg Date: 3/2/1982
	,		Renewal Date: 3/2/2022
MEDITE Serial No: 0470149 Reg. No: TMA265099	Canada	Goods: Medium density fiberboard, a material used by purchasers in construction of furniture, cabinets, mill work and doors	Registered App Date: 5/20/1981 Reg Date: 12/18/1981
			Renewal Date: 12/18/2026

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Mark Serial Number Registration Number Owner	Country	<u>Class/Goods and Services</u>	<u>Status</u>
MEDITE Serial No: 175569 Reg. No: 470273	Mexico	Class: 19 Fibreboard for using in furniture, doors and cabinets and in general all classes of building materials not of metal; rigid pipes, non metallic, asphalt for building, pitch and polish; transportable buildings not of metal; monuments not of metal	Registered App Date: 8/16/1993 Reg Date: 8/19/1994 Renewal Date: 8/16/2023

SOFTWARE:

Application	Type of System
Backup domain controller	MS Server
Network Accelerator (Silver Peak)	Network
Local Area Network	Network
Plant Process Reporting	MS Access
WonderWare	MS SQL

RECORDED: 09/24/2015 REEL: 005629 FRAME: 0960