

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358982

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIERRAPINE		10/08/2015	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: 1			
Property Type	Number	Word Mark	
Registration Number:	2432845	PERMACORE	
CORRESPONDENCE DATA			
Fax Number:	5032202480		
<i>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.</i>			
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:	10/16/2015		
Total Attachments: 6			
source=2015-10-08 - TM-PERMACORE (US) Executed Assignment of Intellectual Property (30436-106)#page1.tif			
source=2015-10-08 - TM-PERMACORE (US) Executed Assignment of Intellectual Property (30436-106)#page2.tif			
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OP \$40.00 2432845

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY is made effective as of October 8, 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 September 11, 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 purchased and accepted from Assignor, and Assignor sold, assigned, transferred and conveyed to Assignee, 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 acquired and Assignor conveyed Assignor's entire right, title and interest in, to and under certain Intellectual Property included in the Assets pursuant to that certain Assignment of Intellectual Property dated September 11, 2015, by and between Assignor and Assignee;

WHEREAS, Assignee desires to acquire, and Assignor desires to convey, Assignor's entire right, title and interest in, to and under the additional Intellectual Property set forth on Schedule A hereto (collectively, the "Additional Intellectual Property Assets"), which Intellectual Property was inadvertently not included in the prior Assignment of Intellectual Property, and to deem that the Additional Intellectual Property Assets constitute Assets under the Purchase Agreement; 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. The Additional Intellectual Property is hereby deemed to constitute an Asset within the meaning of such term as set forth in the Purchase Agreement. 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 Additional 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 Additional 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 Additional Intellectual Property Assets.

2. Documentation. 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 fully confirm, Assignee's ownership of all right, title and interest in, to and under the Additional 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. Construction. 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. Interpretation. 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. Amendment. 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. Counterparts. 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

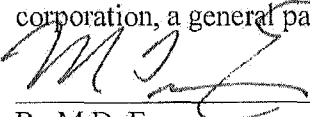
or more counterparts have been signed by each party and delivered to the other party. The exchange of a fully executed IP Assignment (in counterparts or otherwise) by facsimile or by electronic delivery in .pdf format shall be sufficient to bind the parties to the terms and conditions of this IP Assignment.

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.

SIERRAPINE, a California limited partnership

ROSEBURG FOREST PRODUCTS CO., an 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

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.

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**SIERRAPINE, a California limited
partnership**

**ROSEBURG FOREST PRODUCTS CO., an
Oregon corporation**

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

By J.H. Gonyea III
Its Vice-President

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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: Steven H. Billgore
Its: Vice President - Marketing

**SCHEDULE A
TO
ASSIGNMENT OF INTELLECTUAL PROPERTY**

TRADEMARKS: The trademark registration shown in the table below, and all common law rights and/or unregistered rights in the mark subject to the registration.

<u>Mark</u> <u>Serial Number</u> <u>Registration Number</u> <u>Owner</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
PERMACORE Serial No: 75/690,916 Reg. No: 2432845	United States	Class: 19 Wood products, namely, composite panels, molding, particleboard and fiberboard for use in furniture, cabinetry, fixtures and millwork applications.	Registered App Date: 4/26/1999 Reg Date: 3/6/2001 Renewal Date: 3/6/2021