

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM377344

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900357065		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SIERRAPINE		11/10/2015	Limited Partnership: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AMPINE, LLC		
<b>Street Address:</b>	305 South 4th Street		
<b>City:</b>	Springfield		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97477		
<b>Entity Type:</b>	Limited Liability Company: OREGON		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1590900	AMPINE	
<b>Registration Number:</b>	3444636	ENCORE	
<b>Registration Number:</b>	3444637	ENCORE	
<b>Registration Number:</b>	3444639	ENCORE SUSTAINABLE PARTICLEBOARD BY SIER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5414840536		
<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>			
<b>Phone:</b>	541-484-0188		
<b>Email:</b>	rschwarzkopf@arnoldgallagher.com		
<b>Correspondent Name:</b>	Rebecca S. Schwarzkopf		
<b>Address Line 1:</b>	800 Willamette Street, Suite 800		
<b>Address Line 4:</b>	Eugene, OREGON 97401		
<b>ATTORNEY DOCKET NUMBER:</b>	02933-177		
<b>NAME OF SUBMITTER:</b>	Rebecca S. Schwarzkopf		
<b>SIGNATURE:</b>	/Rebecca S. Schwarzkopf/		
<b>DATE SIGNED:</b>	03/21/2016		

**Total Attachments: 7**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY is made as of November 10, 2015 (this "IP Assignment"), by and between SIERRAPINE, a California limited partnership ("Assignor"), and AMPINE, LLC, an Oregon limited liability company ("Assignee"). Terms used but not defined herein have the meanings given to such terms in that certain Asset Purchase Agreement, dated as of November 4, 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. 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 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 California 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.

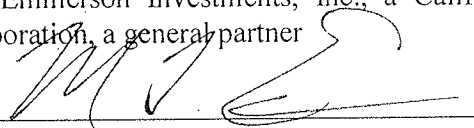
7. Severability. Whenever possible, each provision or portion of any provision of this IP Assignment will be interpreted in such manner as to be effective and valid under applicable Law but if any provision or portion of any provision of this IP Assignment is held to be invalid, illegal or unenforceable 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**

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 Jeff Ehlers  
Its Vice-President

**AMPINE, LLC, an Oregon limited liability company**

By Timber Products Co. Limited Partnership, an Oregon limited partnership, its Member-Manager

By JHG, LLC, an Oregon limited liability company, its General Partner

\_\_\_\_\_  
By J.H. Gonyea III  
Its Manager

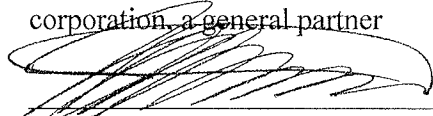
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Its Vice-President

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

  
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By J.H. Gonyea III  
Its Manager

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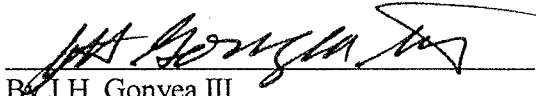
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By J.H. Gonyea III  
Its Manager

**SCHEDULE A  
TRADEMARKS**

<u>Mark</u> Serial Number Registration Number <u>Owner</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
<b>AMPINE</b> Serial No: 73/812,253 Reg. No: 1590900	United States	<b>Class: 19</b> Particleboard	App Date: 7/13/1989 Reg Date: 4/10/1990 <b>Renewal Date: 4/10/2020</b>
<b>AMPINE</b> Serial No: 637099 Reg. No: TMA371926	Canada	<b>Goods:</b> Particleboard	App Date: 7/25/1989 Reg Date: 8/10/1990 <b>Renewal Date: 8/10/2020</b>
<b>ENCORE</b> Serial No: 77/296,586 Reg. No: 3444636	United States	<b>Class: 20</b> Wood products, namely, composite panels, particleboard and fiberboard for use in further manufacturing	App Date: 10/4/2007 Reg Date: 6/10/2008 <b>Renewal Date: 6/10/2018</b>
<b>ENCORE &amp; DESIGN</b> Serial No: 77/296,641 Reg. No: 3444637  <b>encore</b>	United States	<b>Class: 20</b> Wood products, namely, composite panels, particleboard and fiberboard for use in further manufacturing	App Date: 10/4/2007 Reg Date: 6/10/2008 <b>Renewal Date: 6/10/2018</b>



<u>Mark</u> Serial Number <u>Registration Number</u> <u>Owner</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
<p>ENCORE SUSTAINABLE PARTICLEBOARD BY SIERRAPINE &amp; DESIGN Serial No: 77296,656 Reg. No: 3444639</p> 	<p>United States</p>	<p><b>Class: 20</b> Wood products, namely, composite panels, particleboard and fiberboard for use in further manufacturing</p>	<p>App Date: 10/4/2007 Reg Date: 6/10/2008 <b>Renewal Date: 6/10/2018</b></p>