

04-24-2001



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RECORDATION FORM COVER SHEET  
PATENTS ONLY

U.S. Department of Commerce  
Patent and Trademark Office  
PATENT

APR 12 2001

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)  
Document ID#

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

Conveyance Type

Assignment  Security Agreement

License  Change of Name

Merger  Other

**U.S. Government**  
(For Use ONLY by U.S. Government Agencies)

Departmental File  Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

09478039

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)   If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT  
REEL: 011692 FRAME: 0729

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

#

**Application Number(s) or Patent Number(s)**

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)**

**Patent Number(s)**

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number

PCT

PCT

PCT

only if a U.S. Application Number has not been assigned.

PCT

PCT

PCT

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:  
Deposit Account

Enclosed

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

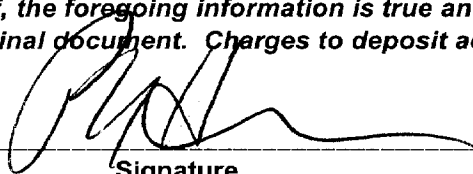
Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Peter E. Heuser



4/6/2001

Name of Person Signing

Signature

Date

RECORDATION FORM COVER SHEET  
CONTINUATION  
PATENTS ONLY

Conveying Party(ies)

Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

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Name (line 2)

Receiving Party(ies)

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Enter additional Receiving Party(ies)

Name (line 1)

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Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)  City  State/Country  Zip Code

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Address (line 1)

Address (line 2)

Address (line 3)  City  State/Country  Zip Code

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

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Patent Number(s)

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**BLANKET ASSIGNMENT AND ASSUMPTION AGREEMENT**  
**FOR**  
**TRUS JOIST MACMILLAN A LIMITED PARTNERSHIP**

This Blanket Assignment and Assumption Agreement ("Agreement") is entered into by and between TRUS JOIST MACMILLAN A LIMITED PARTNERSHIP, a Delaware limited partnership ("Assignor"), and WEYERHAEUSER COMPANY, a Washington corporation ("Assignee") and is effective as of 11:58:59 p.m. Central Standard Time on December 31, 2000.

**WITNESSETH:**

**WHEREAS**, Assignor was formed as a limited partnership under the Delaware Revised Uniform Limited Partnership Act (6 Del. C. § 17-101, *et seq.*) pursuant to an Agreement of Limited Partnership of the Partnership, dated as of September 30, 1991, as amended;

**WHEREAS**, Assignee is party to the *Partnership Dissolution Agreement for Trus Joist MacMillan A Limited Partnership* dated as of December 31, 2000 ("Dissolution Agreement") regarding, *inter alia*, the voluntary dissolution of Assignor;

**WHEREAS**, Assignee is the sole general partner of Assignor;

**WHEREAS**, Pursuant to the Dissolution Agreement, the parties desire to liquidate and dissolve Assignor; and

**WHEREAS**, Assignor desires to assign and Assignee desires to assume all of Assignor's assets, rights, liabilities, and obligations.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements of the parties herein contained, the parties agree as follows:

1. **BLANKET ASSIGNMENT.** For good and valuable consideration, receipt of which is hereby acknowledged, and notwithstanding that certain of such assets, rights, liabilities, and obligations may be transferred, assigned, or conveyed by separate specific agreements, Assignor hereby assigns, transfers, and conveys to Assignee, its successors and assigns, all of Assignor's right, title, and interest of every kind and character whatsoever in and to all of Assignor's assets, rights, liabilities, obligations, and associated goodwill including, but not limited to, the following:
  - (A) All contracts, agreements, leases, legally enforceable commitments, and other arrangements of whatever nature.
  - (B) All real property including fee ownership and other interests.
  - (C) All personal property including tangible and intangible.
  - (D) All intellectual property of whatever nature including, but not limited to, all right and interest in patents, trademarks, trade names, trade secrets, copyrights, and other proprietary rights.
  - (E) All transferable governmental licenses, permits, and approvals.

(F) All claims.

(G) All liabilities and obligations of whatever nature.

Assignor also hereby constitutes and appoints Assignee, its successors and assigns, Assignor's true and lawful attorney, with full power of substitution, in Assignor's name and stead, but on behalf of and for the benefit of Assignee, its successors and assigns, to demand and receive any and all of Assignor's assets and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute in Assignor's name, or otherwise, at the expense and for the benefit of Assignee, its successors and assigns, any and all proceedings at law, in equity, or otherwise that Assignee, its successors or assigns may deem proper for the collection or reduction to possession of any of Assignor's assets or for the collection and enforcement of any claim or right of any kind hereby conveyed, transferred, and assigned, and to do all acts and things in relation to Assignor's assets that Assignee, its successors or assigns, shall deem desirable, Assignor hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason whatsoever. Notwithstanding any provision to the contrary, the power of attorney set forth herein shall survive and not be affected by the dissolution or termination of the Assignor.

2. **BLANKET ASSUMPTION.** For good and valuable consideration, receipt of which is hereby acknowledged, and notwithstanding that certain of such assets, rights, liabilities, and obligations may be transferred, assumed, or conveyed by separate specific agreements, Assignee hereby assumes and agrees to perform all liabilities and obligations of Assignor relating to the assignment set forth in this Agreement. Assignee hereby further agrees to indemnify and hold harmless Assignor from and against any and all liabilities relating to the assignment set forth in this Agreement.

3. **OTHER.**

(A) **THIRD PARTY CONSENTS.** This Agreement shall not constitute an assignment of any contract, lease, agreement, license, permit, approval, claim or other matter if the attempted assignment of the same without the consent of the other party thereto would constitute a breach thereof or in any way adversely affect the rights of the Assignor thereunder. Until such consent has been obtained, the Assignor shall act as agent for Assignee in order to obtain for Assignee the benefits thereunder.

(B) **AUTHORITY.** Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further corporate approvals or consents are required to bind such party.

(C) **COOPERATION.** The parties shall cooperate fully with each other to the end that the assets and title thereto shall be fully and effectively transferred to and vested in Assignee. Such cooperation shall include execution and delivery of such instruments, consents, notices, acknowledgments, applications and other documents, as may be reasonably requested by either party hereto.

(D) **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

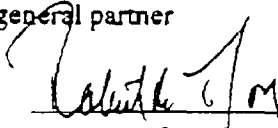
- (E) **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, will not release the other party of any of its obligations under this Agreement, nor will any purported oral modification or rescission of this Agreement by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, right, condition, or provision hereof will constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, right, condition, or provision.
- (F) **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Agreement, the parties will each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Agreement including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Agreement.
- (G) **GOVERNING LAW.** This Agreement shall be interpreted in accordance with the laws of the State of Delaware, all rights and remedies being governed by such laws.
- (H) **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EXECUTED AND EFFECTIVE as of the date first above written.

**ASSIGNOR**

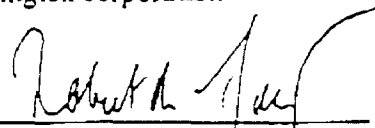
**TRUS JOIST MACMILLAN A LIMITED PARTNERSHIP,**  
a Delaware limited partnership

By: **WEYERHAEUSER COMPANY,**  
as general partner

By:   
Robert A. Dowdy  
Its: Vice President

**ASSIGNEE**

**WEYERHAEUSER COMPANY,**  
a Washington corporation

By:   
Robert A. Dowdy  
Its: Vice President