

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Washington Hardwoods Co., LLC	08/30/2013
RECEIVING PARTY DATA	
Name:	Washington Hardwoods And Architectural Products, Inc.
Street Address:	701 Pike Street
Internal Address:	Suite 1400
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98101
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7059092
Patent Number:	7487591
Patent Number:	8069625
CORRESPONDENCE DATA	
Fax Number:	2063437053
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	206-268-8621
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Correspondent Name:	Pam Jacobson
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Address Line 2:	Suite 1400
Address Line 4:	Seattle, WASHINGTON 98101
ATTORNEY DOCKET NUMBER:	8106.0009
NAME OF SUBMITTER:	Pam Jacobson

502500758

PATENT
 REEL: 031234 FRAME: 0735

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Signature:	/Pam Jacobson/
Date:	09/18/2013
Total Attachments: 5 source=81060009_Assignment_Executed#page1.tif source=81060009_Assignment_Executed#page2.tif source=81060009_Assignment_Executed#page3.tif source=81060009_Assignment_Executed#page4.tif source=81060009_Assignment_Executed#page5.tif	

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("**Patent Assignment**"), dated as of August 30, 2013, is made by **Washington Hardwoods Co., LLC**, an Oregon limited liability company ("**Assignor**"), and **Washington Hardwoods and Architectural Products, Inc.**, a Washington corporation ("**Assignee**").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of July 29, 2013, pursuant to which Assignee is purchasing the assets and business of Assignor ("**Asset Purchase Agreement**"); and

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Patent Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "**Assigned Patents**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "**Patents**");

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Patents and any other governmental officials to record and register this Patent Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Patents are properly assigned to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Patents are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Washington, without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction).

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SCHEDULE 1

Assigned Patents and Patent Applications

- U.S. Patent No. 7059092; Issue Date 6/13/2006; titled FIRE-RESISTANT WOOD ASSEMBLIES FOR BUILDING.
- U.S. Patent No. 7487591; Issue Date 2/10/2009; titled METHOD OF CONSTRUCTING A FIRE-RESISTANT ASSEMBLY.
- U.S. Patent No. 8069625; Issue Date 12/6/2011; titled FIRE-RESISTANT WOOD ASSEMBLIES FOR BUILDING.

Schedule 1 to Patent Assignment Agreement

74443735.1 0063028-00018

PATENT
REEL: 031234 FRAME: 0739

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent Assignment Agreement as of the date first above written.

ASSIGNOR:

WASHINGTON HARDWOODS CO., LLC

By: _____

Name:

Title:

ASSIGNEE:

WASHINGTON HARDWOODS AND
ARCHITECTURAL PRODUCTS, INC.

By: _____

Name:

Title:

Scott Clarke
President

[Signature Page to Patent Assignment Agreement]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent Assignment Agreement as of the date first above written.

ASSIGNOR:

WASHINGTON HARDWOODS CO., LLC

By: Scott M. Nelson
Name: **Scott M. Nelson**
Title: **Chief Financial Officer**
Sr. VP of Finance & Administration

ASSIGNEE:

WASHINGTON HARDWOODS AND
ARCHITECTURAL PRODUCTS, INC.

By: _____
Name:
Title:

[Signature Page to Patent Assignment Agreement]