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TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Weyerhaeuser Company		07/28/2006	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Flakeboard America Limited	
Street Address:	100 Kinsley Drive	
City:	Fort Mill	
State/Country:	SOUTH CAROLINA	
Postal Code:	29715	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	0715279	DURAFLAKE
Registration Number:	2294682	FIBERFLOR
Registration Number:	1806741	PREMIER
Registration Number:	2792186	ULTRAPINE

CORRESPONDENCE DATA

Fax Number: (206)623-7022

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2066237580

Email: trademarks@prestongates.com

Correspondent Name: Jessica Stone Levy Address Line 1: 925 Fourth Avenue

Address Line 2: Suite 2900

Address Line 4: Seattle, WASHINGTON 98104

ATTORNEY DOCKET NUMBER:	55406-00001
ATTORNEY DOCKET NUMBER:	55406-00001

NAME OF SUBMITTER: Jessica Stone Levy

TRADEMARK

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Signature:	/Jessica Stone Levy/
Date:	10/02/2006
Total Attachments: 4 source=flakeboard#page1.tif source=flakeboard#page2.tif source=flakeboard#page3.tif source=flakeboard#page4.tif	

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), dated as of July 28, 2006, is between Weyerhaeuser Company, a Washington corporation ("Assignor"), and Flakeboard America Limited, a Delaware corporation ("Assignee").

WHEREAS, Assignor and Flakeboard Company Limited ("FB") entered into an Asset Purchase and Sale Agreement dated as of May 31, 2006 (the "Asset Purchase and Sale Agreement") pursuant to which Assignor agreed to sell to FB and FB agreed to purchase from Assignor certain Assets related to the Business, and FB agreed to assume from Assignor the Assumed Liabilities:

WHEREAS, FB assigned the Asset Purchase and Sale Agreement to Assignee in whole;

WHEREAS, Assignor owns certain rights, title and interest in the trademarks listed on Schedule A (the "<u>Trademarks</u>"), whether issued, pending, registered or unregistered, and the good will associated therewith; and

WHEREAS, Assignee wishes to acquire the Trademarks from Assignor.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein it is hereby agreed:

SECTION 1. Grant. Assignor hereby assigns to Assignee the Trademarks and all associated good will and rights related thereto.

SECTION 2. <u>Modifications</u>. This Agreement may be amended, modified, superseded or canceled, and any of the terms, covenants or conditions hereof may be waived, only by an instrument in writing signed by each of the parties hereto or, in the case of a waiver, by the party waiving compliance.

SECTION 3. No Representations and Warranties. EXCEPT AS MAY EXPRESSLY BE SET FORTH IN THIS AGREEMENT OR THE ASSET PURCHASE AND SALE AGREEMENT, (A) ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE ASSIGNMENT, (B) TRADEMARKS TO BE ASSIGNED IN ACCORDANCE WITH THIS AGREEMENT OR THE ASSET PURCHASE AND SALE AGREEMENT SHALL BE ASSIGNED ON AN "AS IS, WHERE IS" BASIS, AND ALL IMPLIED WARRANTIES, INCLUDING AS TO NON-INFRINGEMENT, OF THE TRADEMARKS ARE HEREBY EXPRESSLY DISCLAIMED, AND (C) NONE OF THE PARTIES HERETO OR ANY OTHER PERSON MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO ANY INFORMATION, DOCUMENTS OR MATERIAL MADE AVAILABLE IN CONNECTION WITH THE ENTERING INTO OF THIS AGREEMENT OR THE ASSET PURCHASE AND SALE AGREEMENT, OR ANY ANCILLARY AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

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SECTION 4. <u>Severability</u>; <u>Enforcement</u>. The invalidity of any portion of this Agreement shall not affect the validity, force or effect of the remaining portions hereof. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, each party agrees that a court of competent jurisdiction may enforce such restriction to the maximum extent permitted by law, and each party hereby consents and agrees that such scope may be judicially modified accordingly in any proceeding brought to enforce such restriction.

SECTION 5. Integrated Contract; Schedules; Interpretation. This Agreement, including the Schedules hereto, any written amendments to the foregoing satisfying the requirements of Section 2 hereof, and the Asset Purchase and Sale Agreement, constitute the entire agreement among the parties with respect to the subject matter hereof and supersede any previous agreements and understandings between the parties with respect to such matters. The Schedules annexed to this Agreement are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any terms used in this Agreement but not defined herein shall be defined as set forth in the Asset Purchase and Sale Agreement. There are no restrictions, promises, representations, warranties, agreements or undertakings of any party to this Agreement with respect to the transactions contemplated by this Agreement other than those set forth herein. In the event of any conflict between the provisions of this Agreement (including the Schedules hereto), on the one hand, and the provisions of the Asset Purchase and Sale Agreement (including the schedules and exhibits thereto), on the other hand, the provisions of this Agreement shall control.

SECTION 6. <u>Counterparts.</u> This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement.

SECTION 7. Governing Law. This Agreement and any disputes arising under or related hereto (whether for breach of contract, tortious conduct or otherwise) shall be governed and construed in accordance with the laws of the State of Washington, without reference to its conflicts of law principles.

SECTION 8. <u>Jurisdiction</u>. Each party irrevocably agrees that any legal action, suit or proceeding against them arising out of or in connection with this Agreement or the transactions contemplated by this Agreement or disputes relating hereto (whether for breach of contract, tortious conduct or otherwise) shall be brought exclusively in the United States District Court for the Western District of Washington, or, if such court does not have subject matter jurisdiction, the state courts of Washington located in King County, and hereby irrevocably accepts and submits to the exclusive jurisdiction and venue of the aforesaid courts with respect to any such action, suit or proceeding.

SECTION 9. Further Assurance. Assignor agrees, without additional compensation, to execute, acknowledge, verify, and deliver to Assignee, or cause the same to be accomplished, any and all further documents that Assignee may reasonably deem necessary or appropriate to carry out, evidence, or effect the purposes or intent of this Assignment. If for any reason whatsoever Assignor fails to execute, acknowledge, verify, or deliver any such document reasonably requested by Assignee, Assignor hereby irrevocably appoints the Assignee, and its successors and assigns, and their respective duly authorized officers and agents as his or her

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agent and attorney in fact, to act in Assignor's stead to execute, acknowledge, verify, and deliver any such document (as applicable) with the same legal force and effect as if done by Assignor.

SECTION 10. <u>Effectiveness</u>. Notwithstanding anything to the contrary in this Agreement, this Agreement shall only become effective as of the Closing and shall not become effective if the Closing does not occur.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the date first set forth above.

WEYERHAEUSER CAMPAN

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Title:

FLAKEBOARD AMEDICA LIMITED

Name:

Title:

SCHEDULE A

TO

TRADEMARK ASSIGNMENT

MarkName	Application Number	Registration Number	SubStatus Description	Country WIPO
DURAFLAKE	72104354	715279	Registered	US
DURAFLAKE.	1189309	635750	Registered	CA
PREMIER	74222005	1806741	Registered	US
ULTRAPINE	76312938	2792186	Registered	US
ULTRAPINE	1190261		Pending	CA
FIBERFLOR	75380092	2294682	Registered	US
FIBERFLOR	858904	510595	Registered	CA

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RECORDED: 10/02/2006