# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** Security Agreement NATURE OF CONVEYANCE:

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Louisiana-Pacific Corporation		03/10/2009	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Bank of America, N.A.	
Street Address:	135 South LaSalle Street	
Internal Address:	Fourth Floor	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60603	
Entity Type:	a national banking association: UNITED STATES	

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark		
Registration Number:	1996161	AFFINITY		
Registration Number:	2767206	BARRIERPANEL		
Registration Number:	2490930	BEAUPORT		
Registration Number:	3134150	BUILD WITH US.		
Registration Number:	2609806	CANEXEL		
Serial Number:	78719778	CED'R-VUE		
Registration Number:	2684517	COLOR SIDE		
Registration Number:	2775074	EASYSIDE		
Registration Number:	2817896	EFL		
Registration Number:	2754686	ENGINEERED FOR LIFE		
Registration Number:	2825515	ENGINEERED FOR LIFE		
Registration Number:	2825337	ENGINEERED FOR LIFE		
Registration Number:	2654847	LP		
		TRADEMARK		

TRADEMARK

900128989 **REEL: 003949 FRAME: 0684** 

Registration Number:	2687125	LP
Registration Number:	3160342	LP ABT
Registration Number:	3318174	LP FIELD
Serial Number:	78940395	LP FIELD
Registration Number:	3339875	LP FIELD
Registration Number:	3474043	LP FIELD
Serial Number:	78940405	LP FIELD HOUSE OF THE TITANS
Serial Number:	78940387	LP FIELD HOUSE OF THE TITANS
Registration Number:	1966829	LPI
Registration Number:	2738573	MAJESTIC
Serial Number:	76370727	NEWPORT
Registration Number:	2861509	ORANGE PLUS
Registration Number:	1559843	ORO-PINE
Registration Number:	2602808	PRESTIGE
Registration Number:	1910089	PRIME MOULDING
Serial Number:	78694864	PROVIDENCE COLLECTION
Registration Number:	2660497	QUICKLAP
Registration Number:	2280420	REDUCE REUSE RETHINK RECYCLE
Registration Number:	2994261	
Registration Number:	2707521	S2 TECHNOLOGY
Registration Number:	2764508	SMARTGUARD
Registration Number:	2681716	SMARTSIDE
Registration Number:	2887732	SMARTSIDE
Registration Number:	1968402	SOLID START
Serial Number:	77507673	SUPERSTRUCT
Registration Number:	2496505	TECHSHIELD
Registration Number:	2281420	ТОР NOTCH
Registration Number:	1686200	WOOD-E

## **CORRESPONDENCE DATA**

Fax Number: (704)350-7800

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

Phone: 704-350-7768

Email: bsmith@winston.com
Correspondent Name: Jonathan Brodhag

Address Line 1: Winston & Strawn LLP, 214 N. Tryon St.

Address Line 2: 22nd Floor

Address Line 4: Charlotte, NORTH CAROLINA 28202				
ATTORNEY DOCKET NUMBER: 80393.07244				
NAME OF SUBMITTER:	Jonathan Brodhag			
Signature: /Jonathan Brodhag/				
Date:	03/10/2009			
Total Attachments: 9 source=Trademark_Sec_Agmt_LPX_20090310144728#page1.tif source=Trademark_Sec_Agmt_LPX_20090310144728#page2.tif source=Trademark_Sec_Agmt_LPX_20090310144728#page3.tif source=Trademark_Sec_Agmt_LPX_20090310144728#page4.tif source=Trademark_Sec_Agmt_LPX_20090310144728#page5.tif source=Trademark_Sec_Agmt_LPX_20090310144728#page6.tif source=Trademark_Sec_Agmt_LPX_20090310144728#page7.tif source=Trademark_Sec_Agmt_LPX_20090310144728#page8.tif source=Trademark_Sec_Agmt_LPX_20090310144728#page9.tif				

Notwithstanding anything herein to the contrary, the liens and security interests granted to the Agent pursuant to this Agreement and the exercise of any right or remedy by the Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of March 10, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among the Agent, as ABL Agent, The Bank of New York Mellon Trust Company, N.A., as Trustee, as Note Agent and the Grantors (as defined in the Intercreditor Agreement) from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 10th day of March, 2009, by LOUISIANA-PACIFIC CORPORATION, a Delaware corporation (the "Company"), GREENSTONE INDUSTRIES, INC., a Delaware corporation, KETCHIKAN PULP COMPANY, a Washington corporation, LOUISIANA-PACIFIC INTERNATIONAL, INC., an Oregon corporation, LPS CORPORATION, an Oregon corporation (each a "Grantor" and together with the Company, the "Grantors"), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent under the Loan Agreement (defined below) (together with its successors in such capacity, the "Agent"):

#### WITNESSETH

WHEREAS, the Grantors have entered into that certain Loan and Security Agreement, dated as of March 10, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among the Grantors, as borrowers, the other borrowers and guarantors from time to time party thereto and the Agent, on behalf of the lenders (the "Lenders");

WHEREAS, the Agent has been appointed to serve as Administrative Agent under the Loan Agreement and in such capacity, to enter into this Agreement;

WHEREAS, each Grantor will receive substantial benefits from the execution, delivery and performance of the obligations under the Loan Agreement and the other Loan Documents and each is, therefore, willing to enter into the Loan Agreement, the other Loan Documents and this Agreement;

WHEREAS, the Grantors are executing and delivering this Agreement pursuant to the terms of the Loan Agreement to induce the Agent and the Lenders to enter into the Loan Agreement and the other Loan Documents;

WHEREAS, pursuant to the terms of the Loan Agreement, each Grantor has granted to Agent, for the benefit of the Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of the Grantors in, to and under all now owned and

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hereafter acquired Trademarks (as defined below), and all products and proceeds thereof, to secure the payment of all amounts owing by Grantors under the Loan Agreement and the other Loan Documents; and

WHEREAS, this Agreement is made by the Grantors in favor of the Agent for the benefit of the Secured Parties to secure the payment and performance in full when due of the Obligations;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and the Agent hereby agree as follows:

- 1. <u>Incorporation of Loan Agreement</u>. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.
- 2. <u>Trademarks</u>. The term "Trademarks" shall mean all of each Grantor's trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), including, without limitation, the trademarks, trade names, service marks, registrations and applications listed on <u>Schedule 1</u> attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.
- 3. <u>Grant and Reaffirmation of Grant of Security Interests</u>. To secure the payment and performance of the Obligations, each Grantor hereby grants to Agent, for its benefit and the benefit of the Secured Parties, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:
- (i) each Trademark listed on <u>Schedule 1</u> annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (ii) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.
- 4. <u>Miscellaneous</u>. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY

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CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS). Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Whenever in this Agreement reference is made to Agent or Grantor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon the Grantors and their successors and assigns, and shall inure to the benefit of Agent, the Secured Parties and their successors and assigns.

[Remainder of page intentionally left blank; signatures begin on following page]

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IN WITNESS WHEREOF, the Grantors have duly executed this Agreement as of the date first written above.

LOUISIANA-PACIFIC CORPORATION, a
Delaware corporation
By: Mollie
Name: Curtis M. Stevens
Title: Executive Vice President,
Administration, and Chief Financial Officer
GREENSTONE INDUSTRIES, INC., a Delawar corporation
By:
Name: Mark G. Tobin
Title: Treasurer
KETCHIKAN PULP COMPANY, a Washington corporation  By:
Name: Mark G. Tobin
Title: Treasurer
LOUISIANA-PACIFIC INTERNATIONAL, INC an Oregon corporation
By:
Name: Mark G. Tobin
Title: Treasurer
LPS CORPORATION, an Oregon corporation
Ву:
Name: Mark G. Tobin
Title: Treasurer

IN WITNESS WHEREOF, the Grantors have duly executed this Agreement as of the date first written above.

LOUISIANA-PACIFIC CORPORATION	DN, a
Delaware corporation	,

By:

Name: Curtis M. Stevens

Title: Executive Vice President,

Administration, and Chief Financial

Officer

GREENSTONE INDUSTRIES, INC., a Delaware corporation

By:

Name: Mark G. Tobin

Title: Treasurer

KETCHIKAN PULP COMPANY, a Washington corporation

By:

Name: Mark G. Tobin

Title: Treasurer

LOUISIANA-PACIFIC INTERNATIONAL, INC., an Oregon corporation

Bv:

Name: Mark G. Tobin

Title: Treasurer

LPS CORPORATION, an Oregon corporation

By:

Name: Mark G. Tobin

Title: Treasurer

Agreed and Accepted as of the Date First Written Above

BANK OF AMERICA, N.A., as Agent

By: Jason Riley

Title: Senior Vice President

## SCHEDULE 1

## **TRADEMARKS**

Country	Mark	Class	Status	File Date Reg. Date	Ser. No. Reg. No.
United States	AFFINITY	19	Registered	12/5/1994 8/20/1996	74-606,965 1,996,161
United States	BARRIERPANEL	19	Registered	5/26/2000 9/23/2003	76-057,833 2,767,206
United States	BEAUPORT	19	Registered	1/5/2001 9/18/2001	76-190,423 2,490,930
United States	BUILD WITH US	9,19	Registered	10/26/2004 8/22/2006	78-506,434 3,134,150
United States	CANEXEL	19	Registered	12/4/2001 8/20/2002	76-345,443 2,609,806
United States	CED'R-VUE	19	Suspended	9/23/2005	78-719,778
United States	COLOR SIDE	19	Registered	4/11/2001 2/4/2003	76-239,905 2,684,517
United States	CRYSTAL WHITE	19	Proposed	N/A N/A	N/A N/A
United States	EASYSIDE	19	Registered	10/15/2002 10/21/2003	76-459,423 2,775,074
United States	EFL	36,37,42	Registered	<u>5/7/2001</u> 2/24/2004	76-254,234 2,817,896
United States	ENGINEERED FOR LIFE	37,42	Registered	4/2/1998 8/26/2003	75-460,939 2,754,686
United States	ENGINEERED FOR LIFE	36	Registered	7/12/2000 3/23/2004	76-088,297 2,825,515
United States	ENGINEERED FOR LIFE	16	Registered	3/20/1998 3/23/2004	75-453,869 2,825,337
United States	LP	9,16,19,36	Registered	8/17/2000 11/26/2002	76-111,520 2,654,847
United States	LP (Pennants) Stylized letters	9,16,19,36	Registered	8/17/2000 2/11/2003	76,111,760 2,687,125
United States	LP ABT	19	Registered	12/3/2004 10/17/2006	78-527,028 3,160,342
United States	LP BUILDING PRODUCTS Stylized Letters	N/A	Common Law Use	N/A N/A	N/A N/A
United States	LP FIELD	41	Registered	7/28/2006 10/23/2007	78-940,477 3,318,174

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Country	Mark	Class	Status	File Date Reg. Date	Ser. No. Reg. No.
United States	LP FIELD	16,21,24 25,28	Notice of Allowance	7/28/2006 N/A	78-940,395 N/A
United States	LP FIELD and Design	41	Registered	7/28/2006 11/20/2007	78-940,486 3,339,875
United States	LP FIELD and Design	16,21,24 25,28	Registered	7/28/2006 7/22/2008	78-940,413 3,474,043
United States	LP FIELD HOUSE OF THE TITANS	16,21,24 25,28	Notice of Allowance	7/28/2006 N/A	78-940,405 N/A
United States	LP FIELD HOUSE OF THE TITANS and De- sign	16,21,24 25,28	Approved for publication	7/28/2006 N/A	78-940,387 N/A
United States	LP STRAND LUMBER	N/A	Common Law Use	N/A N/A	N/A N/A
United States	LPI	19	Registered	<u>5/2/1995</u> 4/9/1996	74-669,133 1,966,829
United States	MAJESTIC	19	Registered	12/18/2001 7/15/2003	76-350,289 2,738,573
United States	NEWPORT	19	Common Law Use	2/13/2002 N/A	76-370,727 N/A
United States	ORANGE PLUS	19	Registered	12/4/2002 7/6/2004	78-191,224 2,861,509
United States	ORO-PINE	19	Registered	2/17/1989 10/10/1989	73-781,427 1,559,843
United States	PRESTIGE	19	Registered	8/24/2001 7/30/2002	76-304,655 2,602,808
United States	PRIME MOULDING	19	Registered	7/5/1994 8/8/1995	74-545,285 1,910,089
United States	PROVIDENCE COLLECTION	19	Suspended	8/17/2005 N/A	78-694,864 N/A
United States	QUICKLAP	19	Registered	2/5/2001 12/10/2002	76-205,562 2,660,497
United States	REDUCE REUSE RETHINK RECYCLE	42	Registered	<u>9/3/1997</u> 9/28/1999	75-350,892 2,280,420
United States	ROOFUS (PENGUIN) Design Only	19	Registered	9/15/2003 9/13/2005	78-300,645 2,994,261
United States	S2 TECHNOLOGY	19	Registered	6/2/2000 4/15/2003	76-061,745 2,707,521
United States	SMARTGUARD <sup>1</sup>	19	Registered	10/15/1998 9/16/2003	75-570,490 2,764,508

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This trademark is jointly owned by Louisiana-Pacific Corporation and S-T-N Holdings, Inc.

Country	Mark	Class	Status	<u>File Date</u> Reg. Date	<u>Ser. No.</u> Reg. No.
United States	SMARTSIDE	19	Registered	1/5/2001 1/28/2003	76-190,422 2,681,716
United States	SMARTSIDE	19	Registered	2/11/2003 9/21/2004	78-213,531 2,887,732
United States	SOLID START	19,35	Registered	12/19/1994 4/16/1996	74-669,021 1,968,402
United States	SUPERSTRUCT	19	Filed	6/25/2008 N/A	77-507,673 N/A
United States	TECHSHIELD	17	Proposed	N/A N/A	N/A N/A
United States	TECHSHIELD	17,19	Registered	8/21/1997 10/9/2001	75-344,504 2,496,505
United States	TOP NOTCH	19	Registered	8/3/1998 9/28/1999	75-529,552 2,281,420
United States	WOOD-E	9	Registered	6/13/1991 5/12/1992	74-175,578 1,686,200

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RECORDED: 03/10/2009