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Name		Formerly	Execution Date	Entity Type	
PNC Bank			10/29/2009	National Association:	
Name:	PNC Bank, National Association				
Street Address:	500 IST AVENUE				
City:	PITTSBURGH				
State/Country:	PENNSYLVANIA				
Postal Code: Entity Type:	13219-0000				
Entity Type.	Transaction and the second				
PROPERTY NUM	ABERS Total:	I			
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Address Line I: 28 State St. Address Line 4: Boston, MASSACHUSETTS 02109			
ATTORNEY DOCKET NUMBER;	84030+0011		
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Signature:	/Leigh J. Martinson/		
Date:	12/29/2009		
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# TRADEMARK SECURITY AGREEMENT NOTICE OF TERMINATION AND RELEASE

This NOTICE OF TERMINATION AND RELEASE ("Notice of Termination and Release") is dated October 29, 2009 and made by, American Hardwood Industries, Inc., a Delaware corporation, successor in interest to Hardwood Lumber Manufacturing, Inc. a Delaware corporation ("Grantor").

#### WITNESSETH

WHEREAS, on June 30, 2005, Grantor and PNC Bank, National Association (the "Lender") entered into a credit agreement (the "Credit Agreement"), pursuant to which the Lender agreed to make certain loans and provide other financial accommodations to Grantor upon the terms and conditions stated therein;

WHEREAS, the Grantor executed and delivered a trademark security agreement (the "Agreement") to the Agent on June 30, 2005, as required by the Lender as a condition of the Credit Agreement;

WHEREAS, the Agreement was recorded with the United States Patent and Trademark Office on July 12, 2005, at Reel 3120/Frame 0063;

WHEREAS, it is Grantor's understanding that the Grantor's obligations and liabilities to Lender have been paid in full, and the Lender has agreed to terminate and release all security interests in the Grantor's Trademarks (as defined below), Licenses (as defined below), and goodwill;

NOW, THEREFORE, Grantor hereby provides notice that because to the best of Grantor's knowledge, the security interests in the Trademarks have been terminated and released as follows:

- 1. <u>Incorporation of Prior Agreements</u>. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.
- 2. Release of Security Interests. Grantor hereby provides notice that the Lender has terminated and released, and hereby terminate and release, all security interests in all of Grantor's:
  - (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present, and future infringements thereof, and (iv) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks and applications, together with the

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items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

- (b) trademark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement and the right to prepare for sale and see any and all "Inventory" (as defined in the Credit Agreement) now or hereafter owned by Grantor and now or hereafter covered by such licenses (all the foregoing are hereinafter referred to collectively as "Licenses"); and
- (c) the goodwill of Grantor's business connected with and symbolized by the Trademarks.

Title:

American Hardwood Industries, Inc. successor in interest to Hardwood Lumber

Manufacturing, Inc (Countor)

President

David G. Marshall

BST99 1631278-1.066497.0055

**RECORDED: 12/29/2009** 

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