# TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

**SUBMISSION TYPE: NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Louisiana-Pacific Corporation		11/30/2010	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Bank of America, N.A., as Agent		
Street Address:	135 South LaSalle Street, Fourth Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	A National Banking Association: UNITED STATES		

#### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark		
Serial Number:	85137976	CRYSTAL WHITE		
Serial Number:	77888979	FLAMEBLOCK		
Serial Number:	77701589	RAINCHANNEL		
Serial Number:	77922384	SOLIDGUARD		
Serial Number:	85133902	TECHSHED		

#### **CORRESPONDENCE DATA**

(704)350-7800 Fax Number:

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

Phone: 704-350-7717

Email: mseymour@winston.com Correspondent Name: Mary Scott Seymour 214 North Tryon Street Address Line 1:

Address Line 2: 22nd Floor

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 150022.00001

TRADEMARK

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NAME OF SUBMITTER:	Mary Scott Seymour			
Signature:	/Mary Scott Seymour/			
Date:	12/09/2010			
Total Attachments: 6 source=LA Pacific Trademark Security Agreement#page1.tif source=LA Pacific Trademark Security Agreement#page2.tif source=LA Pacific Trademark Security Agreement#page3.tif source=LA Pacific Trademark Security Agreement#page4.tif source=LA Pacific Trademark Security Agreement#page5.tif source=LA Pacific Trademark Security Agreement#page6.tif				

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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 30th day of November, 2010, by LOUISIANA-PACIFIC CORPORATION, a Delaware corporation (the "Company"), 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 Company has 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 LOUISIANA-PACIFIC CORPORATION, a Delaware corporation, GREENSTONE INDUSTRIES, INC., a Delaware corporation, KETCHIKAN PULP COMPANY, a Washington corporation, LOUISIANA-PACIFIC INTERNATIONAL, INC., an Oregon corporation, LPS CORPORATION, an Oregon corporation, 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, the Company 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 Company is 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, the Company has granted to Agent, for the benefit of the Secured Parties, a security interest in substantially all of the assets of Company including all right, title and interest of the Company in, to and under all now owned and hereafter acquired Trademarks (as defined below), and all products and proceeds thereof, to secure the payment of all amounts owing by Company under the Loan Agreement and the other Loan Documents; and

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WHEREAS, this Agreement is made by the Company 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 the Company 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 the Company'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, the Company 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 the Company'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 the Company 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 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

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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 Company, 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 Company and its 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 Company has duly executed this Agreement as of the date first written above.

LOUISIANA-PACIFIC CORPORATION, a Delaware corporation

Name: Curtis M. Stevens

Title: Exec. Vice President, Administration, and

**CFO** 

Agreed and Accepted As of the Date First Written Above

BANK OF AMERICA, N.A., as Agent

By: Jason Riley
Title: Senior Vice President

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### SCHEDULE 1

# **TRADEMARKS**

Country	Mark	Class	Status	File Date Reg. Date	<u>Ser. No.</u> Reg. No.
United States	CRYSTAL WHITE	19	Filed	09/24/2010	85-137,976
United States	FLAMEBLOCK	19	Registered	12/8/2009 09/28/2010	77-888-979 3854942
United States	RAINCHANNEL	19	Registered	03/28/2009 11/02/2010	77-701,589 3871143
United States	SOLIDGUARD	19	Filed	01/28/2010	77-922,384
United States	TECHSHED	19	Filed	09/20/2010	85-133,902

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**RECORDED: 12/09/2010** 

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