

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Northwest Hardwoods, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

- Yes
- No

Additional names, addresses, or citizenship attached?

Name: Ally Comercial Finance LLC  
 Internal \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street Address: 1185 Avenue of the Americas, 2nd Floor  
 City: New York  
 State: New York  
 Country: USA Zip: 10036

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) August 1, 2011

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
See attached Schedule A

B. Trademark Registration No.(s)  
See attached Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: SUSAN O'BRIEN  
 Internal Address: CT LIEN SOLUTIONS  
 Street Address: 187 WOLF ROAD  
SUITE 101  
 City: ALBANY  
 State: NY Zip: 12205  
 Phone Number: 800.342.3676  
 Fax Number: 800.962.7049  
 Email Address: cls-uds@albanynewyorkliensolutions.com

**6. Total number of applications and registrations involved:**

6

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$165.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers 5683  
 Expiration Date 10/12  
 b. Deposit Account Number \_\_\_\_\_  
 Authorized User Name \_\_\_\_\_

**9. Signature:**

Sarah Gilbert  
Signature

October 12, 2011

Date

Sarah M. Gilbert

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**SCHEDULE A**

Schedule A to a Grant of Security Interest in United States Trademarks dated August 1, 2011, by and between Grantor and Ally Commercial Finance LLC, as Agent.

<b>Docket Number</b>	<b>Country Name</b>	<b>MARK</b>	<b>Status Description</b>	<b>Registration No.</b>	<b>Registration Date</b>
16519	United States	CHOICEWOOD	Registered	1505937	September 27, 1988
24943	United States	E-Z FRAME	Registered	1573386	December 26, 1989
22458-001	United States	GRADED FOR YIELD	Registered	2503216	October 30, 2001
25123-001	United States	NORTHWEST HARDWOODS and Design	Registered	3125847	August 8, 2006
24774-001	United States	NW and Design	Registered	3108856	June 27, 2006
25853-001	United States	PLANTATION PLANK	Filed	App No. 78669644	App Date: 7/13/2005

**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

WHEREAS, the undersigned grantor ( "Grantor") has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Grantor and certain of its affiliates are obligated to Ally Commercial Finance LLC ("Ally CF") and various other financial institutions (collectively, "Lenders") and Ally CF as agent for Lenders ("Agent") pursuant to (i) a certain Loan and Security Agreement, dated the date hereof, among Agent, Lenders, Grantor and certain other Loan Parties named therein (the "Loan Agreement") and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Grantor in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Grantor is granting to Agent for its benefit and for the ratable benefit of the Secured Parties (as defined in the Loan Agreement) a security interest in Grantor's Marks, the goodwill of the business symbolized by such Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant, which grant is and shall be deemed to be one and the same grant as the grant set forth in the Agreements, to Agent for its benefit and for the ratable benefit of the Secured Parties (as defined in the Loan Agreement) a security interest in and to Grantor's Marks, together with the goodwill of the business symbolized by such Marks, and registrations and applications therefor, which security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

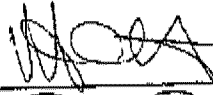
Dated: New York, New York  
August 1, 2011

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

Grantor expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interest granted hereby are more fully set forth in the Agreements.

**GRANTOR:**

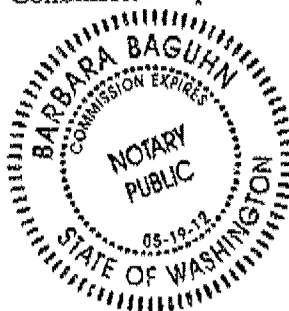
NORTHWEST HARDWOODS, INC.

By:   
Name: Paul Bamatter  
Title: Secretary


STATE OF WASHINGTON )  
 : ss.:  
COUNTY OF KING )

On the 1<sup>ST</sup> day of August, 2011, before me personally came Paul Banatten to me known, who being by me duly sworn, did depose and say that s/he is the DIRECTOR of NORTHWEST HARDWOODS, INC., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

Barbara Baguhn  
Notary Public  
My Commission Expires: 5/19/2012



ALLY COMMERCIAL FINANCE LLC,  
as Agent

By:   
Name: Joseph Skafrenowsky  
Title: Sr. Director

STATE OF NEW YORK

ss:

COUNTY OF NEW YORK

On the 29<sup>th</sup> day of August, 2011, before me personally came Joseph Skofenawsky to me known, who being by me duly sworn, did depose and say s/he is the Sr. Director of Ally Commercial Finance LLC, the limited liability company described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the management committee of said company.

  
Notary Public

My Commission Expires:

LOIS R. STANDIG  
Notary Public, State of New York  
No. 01ST6025114  
Qualified in New York County  
Commission Expires May 24, 2015