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		02/06/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon Trust Company, N.A., as Trustee and Collateral Agent		
Street Address:	Attn: Corporate Trust Administration, 900 Ashwood Parkway		
Internal Address:	Suite 425		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30338		
Entity Type:	National Association: UNITED STATES		

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark	
Serial Number:	85460396	PROSTRUCT	
Serial Number:	85460654	QUALITY YOU CAN SEE INSIDE AND OUT	
Serial Number:	85342458	SILVERTECH	
Serial Number:	85460424	SMARTFINISH	
Serial Number:	85251853	WRAPWALL	

CORRESPONDENCE DATA

Fax Number: (214)969-5100 Phone: 214-969-4864

Email: mmcmullen@jonesday.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Michelle McMullen, Jones Day Address Line 1: 2727 North Harwood Street Address Line 4: Dallas, TEXAS 75201-1515

TRADEMARK

REEL: 004712 FRAME: 0071

ATTORNEY DOCKET NUMBER:	576819600013
NAME OF SUBMITTER:	Michelle McMullen
Signature:	/michelle mcmullen/
Date:	02/07/2012
Total Attachments: 6 source=Executed TSA#page1.tif source=Executed TSA#page2.tif source=Executed TSA#page3.tif source=Executed TSA#page4.tif source=Executed TSA#page5.tif source=Executed TSA#page6.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 Bank of America, N.A., 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 "<u>Agreement</u>") made as of this 6th day of February, 2012, by LOUISIANA-PACIFIC CORPORATION, a Delaware corporation (the "<u>Company</u>"), in favor of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in its capacity as Collateral Agent under the Indenture (defined below) (together with its successors in such capacity, the "<u>Agent</u>"):

WITNESSETH

WHEREAS, the Company and GREENSTONE INDUSTRIES, INC., a Delaware corporation, KETCHIKAN PULP COMPANY, a Washington corporation, LOUISIANA-PACIFIC INTERNATIONAL, INC., an Oregon corporation, and LPS CORPORATION, an Oregon corporation (each a "<u>Transaction Party</u>" and together with the Company, the "<u>Transaction Parties</u>"), have entered into that certain Indenture, dated as of March 10, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Indenture</u>"), by and among the Transaction Parties and The Bank of New York Mellon Trust Company, N.A., as trustee (together with its successors in such capacity, the "<u>Trustee</u>"), on behalf of the holders (the "<u>Noteholders</u>") of the Notes (as defined below) pursuant to which the Company issued \$375,000,000 aggregate principal amount at maturity of its 13% Senior Secured Notes due 2017 (the "<u>Notes</u>"), which are guaranteed by each of the other Transaction Parties;

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

WHEREAS, the Company is executing and delivering this Agreement pursuant to the terms of the Indenture and the Security Agreement;

WHEREAS, pursuant to the terms of the Indenture and the Security Agreement, the Company has granted to the Agent, for the benefit of the Secured Parties, a security interest in substantially all of the assets of the 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 the Company under the Indenture; 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, the Company and the Agent hereby agree as follows:

- 1. <u>Incorporation of Indenture and the Security Agreement</u>. The Indenture and the Security 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 Security Agreement dated as of March 10, 2009 among the Transaction Parties and the Agent (the "Security 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 the Agent, for its benefit and the benefit of the Noteholders, and hereby reaffirms its prior grant pursuant to the Security 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 the Agent or the 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 the Agent, the Noteholders 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

By

Name: MG TOBIN

Title: TREASURER

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Agreed and Accepted
As of the Date First Written Above

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., not in its individual capacity, but solely as Collateral Agent appointed under the Indenture, as Agent

Pitle: Senior Associate

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SCHEDULE 1

Country	Mark	Class	Status	File Date Reg. Date	Ser. No. Reg. No.
United States	PROSTRUCT	19	Pending	10/31/2011	<u>85-460396</u>
United States	QUALITY YOU CAN SEE INSIDE AND OUT	19	Pending	10/31/2011	85-460654
United States	SILVERTECH	19	Published for Opposition	6/9/2011	85-342458
United States	SMARTFINISH	19	Pending	10/31/2011	85-460424
United States	WRAPWALL	19	Pending	02/25/2011	<u>85-251853</u>

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RECORDED: 02/07/2012