

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:	Bank of America, N.A., as agent
Street Address:	135 S. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking 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: (312)558-5700
 Phone: 312 558-6352
 Email: lkonrath@winston.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Laura Konrath
 Address Line 1: 35 W Wacker Drive
 Address Line 2: Winston & Strawn LLP, Suite 2800
 Address Line 4: Chicago, ILLINOIS 60601

CH \$140.00 85460396

ATTORNEY DOCKET NUMBER:	150022-1
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	03/07/2012
Total Attachments: 6 source=Louisiana pacific TM security agreement#page1.tif source=Louisiana pacific TM security agreement#page2.tif source=Louisiana pacific TM security agreement#page3.tif source=Louisiana pacific TM security agreement#page4.tif source=Louisiana pacific TM security agreement#page5.tif source=Louisiana pacific TM security agreement#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 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 6th day of February, 2012, 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, 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 "Transaction Party" and together with the Company, the "Transaction Parties") 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 Transaction Parties, 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 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 Transaction Parties under the Loan Agreement and the other Loan Documents; and

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. Incorporation of Loan Agreement. 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. Trademarks. 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 Schedule 1 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. Grant and Reaffirmation of Grant of Security Interests. 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 Schedule 1 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. Miscellaneous. **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 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 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 Agent, the Secured Parties and their successors and assigns.

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

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

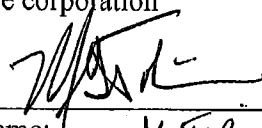
MTR

LOUISIANA-PACIFIC CORPORATION, a
Delaware corporation

By: _____

Name: _____

Title: _____

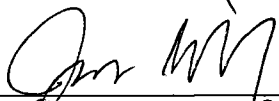


M. TOBIN

TREASURER

Agreed and Accepted
As of the Date First Written Above

BANK OF AMERICA, N.A., as Agent

By: 
Title: Senior Vice President

SCHEDULE 1

TRADEMARKS

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

CHL:12335.3
DLI-6387172v2