

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311544

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Northwest Hardwoods, Inc.		07/18/2014	CORPORATION: DELAWARE
Potomac Supply, LLC		07/18/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as administrative agent		
Street Address:	400 4th Street		
City:	Lake Oswego		
State/Country:	OREGON		
Postal Code:	97034		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1505937	CHOICEWOOD	
Registration Number:	2503216	GRADED FOR YIELD	
Registration Number:	4212645	NWH NORTHWEST HARDWOODS	
Registration Number:	4212636	NWH NORTHWEST HARDWOODS	
Registration Number:	1559024	POTOMAC	
Registration Number:	4554949	W WASHINGTON ALDER LLC	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant		
SIGNATURE:	/Marina Kelly/		
DATE SIGNED:	07/23/2014		

OP \$165.00 1505937

Total Attachments: 9

source=3 09. NWH - Trademark Security Agreement (ABL)#page1.tif

source=3 09. NWH - Trademark Security Agreement (ABL)#page2.tif

source=3 09. NWH - Trademark Security Agreement (ABL)#page3.tif

source=3 09. NWH - Trademark Security Agreement (ABL)#page4.tif

source=3 09. NWH - Trademark Security Agreement (ABL)#page5.tif

source=3 09. NWH - Trademark Security Agreement (ABL)#page6.tif

source=3 09. NWH - Trademark Security Agreement (ABL)#page7.tif

source=3 09. NWH - Trademark Security Agreement (ABL)#page8.tif

source=3 09. NWH - Trademark Security Agreement (ABL)#page9.tif

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):

- 1. Northwest Hardwoods, Inc.
- 2. Potomac Supply, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other 1. Corp.-DE; 2. LLC-DE
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) July 18, 2014

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as administrative agent

Street Address: 400 4th Street

City: Lake Oswego

State: OR

Country: USA Zip: 97034

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

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

A. Trademark Application No.(s) _____ Text

B. Trademark Registration No.(s) _____

See Schedule 1

See Schedule 1

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: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

6

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

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Elaine Carrera
Signature

July 18, 2014
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 18, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Intellectual Property Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of Bank of America, N.A., as administrative agent (in such capacity and together with its successors and assigns, the “Administrative Agent”), for the Secured Parties (as defined in the Collateral Agreement referred to below).

WHEREAS, HARDWOODS ACQUISITION, INC., a Delaware corporation (the “Initial Borrower”), has entered into an Asset-Based Revolving Credit Agreement dated as of July 18, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Initial Borrower, NORTHWEST HARDWOODS, INC., a Delaware corporation (the “Surviving Borrower”), HARDWOODS INTERMEDIATE HOLDINGS II, INC., a Delaware corporation (“Holdings”), the subsidiary borrowers party thereto, the LENDERS party thereto from time to time, the Administrative Agent, the other agents named therein and WELLS FARGO BANK, N.A., as a syndication agent;

WHEREAS, it is a condition precedent to the obligations of the Lenders and to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of July 18, 2014, to the Administrative Agent (as amended, supplemented, restated or otherwise modified from time to time, the “Collateral Agreement”) for the benefit of the Secured Parties (capitalized terms used and not defined herein have the meanings given such terms in the Collateral Agreement and the Credit Agreement, as applicable);

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of such Grantor’s right, title and interest in and to the following (the “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

(a) all Trademarks (other than any Excluded Property), including, without limitation, each registration and application identified in Schedule 1 attached hereto;

(b) all Patents (other than any Excluded Property), including, without limitation, each issued Patent and Patent application identified in Schedule 1 attached hereto;

(c) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission, including “.pdf” or “.tif”), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to conflict of laws principles thereof that would require application of laws of another state.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement and the Credit Agreement. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Collateral Agreement or the Credit Agreement, the provisions of the Collateral Agreement or the Credit Agreement shall govern.

SECTION 6. Intercreditor Agreement; Pari Passu Obligations.

(a) Notwithstanding anything herein to the contrary, the Lien and security interest granted pursuant to this Agreement and the exercise of any right or remedy hereunder are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and this Agreement, the terms of the ABL Intercreditor Agreement shall govern and control.

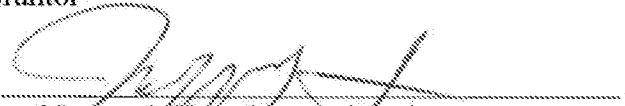
(b) If the Administrative Agent enters into any other intercreditor agreement contemplated by Section 9.08 of the Credit Agreement, in the event of any conflict between such intercreditor agreement, on one side, and this Agreement, on the other side, the terms of such intercreditor agreement shall govern and control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

NORTHWEST HARDWOODS, INC.,
as Grantor

By:



Name: Jeffrey Gornev Steed

Title: Chief Financial Officer & Secretary

POTOMAC SUPPLY, LLC

By:



Name: Jeffrey Gornev Steed

Title: Chief Financial Officer, Vice President,
Treasurer & Secretary

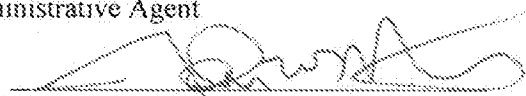
[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 005327 FRAME: 0908

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By:



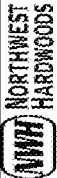



Name: John W. Mundstock

Title: SVP




[Signature Page to IP Security Agreement]





TRADEMARK
REEL: 005327 FRAME: 0909

UNITED STATES TRADEMARKS:

Mark	Serial/ Registration Number	Owner	Status
US Federal			
Choicewood	1505937	Northwest Hard- woods, Inc.	Registered
GRADED FOR YIELD	2503216	Northwest Hard- woods, Inc.	Registered
	4212645	Northwest Hard- woods, Inc.	Registered
	4212636	Northwest Hard- woods, Inc.	Registered
	1559024	Potomac Supply, LLC	Registered
	4554949	Northwest Hard- woods, Inc.	Registered

INTERNATIONAL TRADEMARKS:

Mark	Serial/ Registration Number	Owner	Status
Canada			
CHOICEWOOD	TMA640963	Weyerhaeuser NR Company	Registered
China			
GRADED FOR YIELD	3748644	Northwest Hard- woods, Inc.	Registered
NORTHWEST HARDWOODS	3429139	Northwest Hard- woods, Inc.	Registered
	3429138	Northwest Hard- woods, Inc.	Registered
	4443626	Northwest Hard- woods, Inc.	Registered
	3748645	Northwest Hard- woods, Inc.	Registered
Japan			
NORTHWEST HARDWOODS	2420180	Northwest Hard- woods, Inc.	Registered

Mark	Serial/ Registration Number	Owner	Status
	4926247	Northwest Hardwoods, Inc.	Registered
ノースウエスタ ハードウッズ	2420181	Northwest Hardwoods, Inc.	Registered
Mexico			
PLANTATION PLANK	905231	Weyerhaeuser Company	Registered
Vietnam			
	40076623	Northwest Hardwoods, Inc.	Registered
	40072656	Northwest Hardwoods, Inc.	Registered
WIPO – Japan, Vietnam			
	1114224	Northwest Hardwoods, Inc.	Registered
WIPO – Japan			
Graded For Yield	1111995	Northwest Hardwoods, Inc.	Registered

Mark	Serial/ Registration Number	Owner	Status
WIPO – China			
NWH Northwest Hardwoods	1114224	Northwest Hard- woods, Inc.	Application Status

UNITED STATES PATENTS:

PATENT TITLE	COUNTRY	PATENT/ APPLICATION/ PUBLICATION NUMBER	FILING / ISSUE DATE	STATUS	REGISTRANT
Methods for Enhancing Hardness and Dimensional Stability of a Wood Element and Wood Product Having Enhanced Hardness	United States	7,836,924	November 23, 2010	Issued	Northwest Hardwoods, Inc.