

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340708

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ITL, LLC		05/05/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	901 Main Street, 11th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2465544	ITL	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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>			
Phone:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie S. Kann, Senior Paralegal		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	66832-00003		
NAME OF SUBMITTER:	Stephanie S. Kann		
SIGNATURE:	/stephanie s. kann/		
DATE SIGNED:	05/08/2015		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 5, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Intellectual Property Security Agreement”), is made by ITL, LLC, a Delaware limited liability company (the “Grantor”) 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 certain 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, the Grantor executed and delivered that certain Assumption Agreement, dated as of February 20, 2015 whereby the Grantor became party to the Collateral Agreement as guarantor and grantor thereunder;

WHEREAS, under the terms of the Collateral Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Administrative Agent for the benefit of the Secured Parties, and has 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 Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of the 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 the 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. The 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.

ITL, LLC
as Grantor

By: 

Name: Jeffery Gornev Steed

Title: President, Chief Financial Officer
and Secretary


[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 005512 FRAME: 0809

Accepted and Agreed:

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

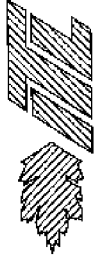
By:


Name: John W. Mundstock
Title: SVP

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 005512 FRAME: 0810

UNITED STATES TRADEMARKS:

Mark	Serial/ Registration Number	Owner	Status
 (Word Mark: ITL)	2,465,544	ITL, LLC	Registered

INTERNATIONAL TRADEMARKS:

None.

UNITED STATES PATENTS:

None.