

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM379948

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MOULURE ALEXANDRIA MOULDING INC.		04/08/2016	Corporation: ONTARIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Agent		
<b>Street Address:</b>	40 King Street West, Suite 2500		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 3Y2		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4519570	ALEXANDRIA ECO PLAN	
<b>Registration Number:</b>	3972335	DECOSMART	
<b>Registration Number:</b>	4173796	SIMPLETREAD	
<b>Serial Number:</b>	86407020	SMARTSHIELD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		
<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>			
<b>Phone:</b>	312-863-7198		
<b>Email:</b>	nancy.brougher@goldbergkohn.com		
<b>Correspondent Name:</b>	Nancy Brougher, Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 East Monroe Street, Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	1989.466		
<b>NAME OF SUBMITTER:</b>	Nancy Brougher		
<b>SIGNATURE:</b>	/njb/		
<b>DATE SIGNED:</b>	04/08/2016		
<b>Total Attachments: 9</b>			

OP \$115.00 4519570

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## CANADIAN TRADEMARK SECURITY AGREEMENT

This CANADIAN TRADEMARK SECURITY AGREEMENT (this "Canadian Trademark Security Agreement") is made this 8<sup>th</sup> day of April, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 8, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **ALEXANDRIA MOULDING HOLDINGS, LP**, a Delaware limited partnership ("Parent"), **ALEXANDRIA CANADA HOLDINGS CORP.**, an Ontario corporation ("Canadian Parent"), **ALEXANDRIA U.S. ACQUISITION CO.**, a Delaware corporation ("Initial US Borrower"), **ALEXANDRIA MOULDING, INC.**, a Washington corporation, the survivor of the merger (the "US Merger") between Initial US Borrower and **ALEXANDRIA MOULDING, INC.**, a Delaware corporation (such surviving entity, "AM US"), **ALEXANDRIA NE, LLC**, a Pennsylvania limited liability company ("AM Northeast US"), **ALEXANDRIA MW, LLC**, an Indiana limited liability company ("AM Midwest US"), **ALEXDIRECT, LLC**, a Washington limited liability company ("AlexDirect US"), and **NATIONAL SERVICE SOLUTIONS US, LLC**, a Washington limited liability company ("NSS US"); AM US, AM Northeast US, AM Midwest US, AlexDirect US and NSS US are collectively referred to as the "US Companies" and are individually referred to as a "US Company"; and Initial US Borrower and the US Companies are collectively referred to as the "US Borrowers" and are individually referred to as a "US Borrower"), **ALEXANDRIA CANADA ACQUISITION CORP.**, an Ontario corporation ("Initial Canadian Borrower"), **MOULURE ALEXANDRIA MOULDING INC.**, an Ontario corporation, the survivor of the amalgamation (the "Canadian Amalgamation") among Initial Canadian Borrower, **MOULURE ALEXANDRIA MOULDING INC.**, an Ontario corporation and **2141364 ONTARIO INC.**, an Ontario corporation ("RE2 Canada") (such surviving entity, "MAMI Canada"), **ALEXDIRECT INC.**, a Canadian federal corporation ("AlexDirect Canada"), **NATIONAL SERVICE SOLUTIONS INC.**, an Ontario corporation ("NSS Canada"), **2483489 ONTARIO INC.**, an Ontario corporation ("RE1 Canada"), **ROYAL WOODWORKING CO. LIMITED**, an Ontario corporation ("Royal Canada"), and **AURORA TIMBERLAND WHOLESALE HARDWOOD LUMBER INC.**, an Ontario corporation ("Aurora Canada"; MAMI Canada, AlexDirect Canada, RE1 Canada, NSS Canada, Royal Canada, and Aurora Canada are collectively referred to as the "Canadian Companies" and are individually referred to as a "Canadian Company"; and Initial Canadian Borrower and the Canadian Companies are collectively referred to as the "Canadian Borrowers" and are individually referred to as a "Canadian Borrower"). The US Borrowers and the Canadian Borrowers are collectively referred to as the "Borrowers", the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Canadian Guarantee and Security Agreement, dated as of April 8, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Canadian Guarantee and Security Agreement"); and

WHEREAS, pursuant to the Canadian Guarantee and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Canadian Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Canadian Guarantee and Security Agreement or, if not defined therein, in the Credit Agreement, and this Canadian Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Canadian Guarantee and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure such Grantor's Secured Obligations, a continuing security interest (referred to in this Canadian Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the PPSA) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Canadian Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the applicable Grantor's Secured Obligations, whether now existing or arising hereafter.

Without limiting the generality of the foregoing, this Canadian Trademark Security Agreement secures the payment of all amounts which constitute part of such Grantor's Secured Obligations and would be owed by such Grantors to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Canadian Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Canadian Guarantee and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Canadian Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Canadian Trademark Security Agreement and the Canadian Guarantee and Security Agreement, the Canadian Guarantee and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Canadian Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Canadian Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Canadian Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Canadian Trademark Security Agreement is a Loan Document. This Canadian Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Canadian Trademark Security Agreement. Delivery of an executed counterpart of this Canadian Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Canadian Trademark Security Agreement. Any party delivering an executed counterpart of this Canadian Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Canadian Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Canadian Trademark Security Agreement.

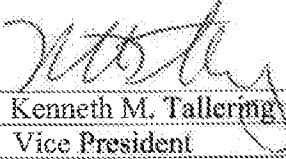
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS CANADIAN TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE CANADIAN GUARANTEE AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Canadian Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

MOULURE ALEXANDRIA MOULDING INC.

By:   
Name: Kenneth M. Tallering  
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, a national banking association

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 005768 FRAME: 0276

IN WITNESS WHEREOF, the parties hereto have caused this Canadian Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

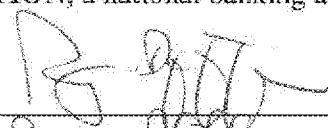
**MOULURE ALEXANDRIA MOULDING INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, a national banking association

By:  \_\_\_\_\_  
Name: Roger Pfitter  
Title: Vice President

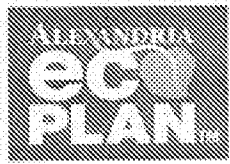


SCHEDULE I  
to  
CANADIAN TRADEMARK SECURITY AGREEMENT

Canadian Trademark Registrations/Applications

Registration Number/Application Number	Trademark	Owner
TMA849780/1456232	ALEXANDRIA ECO PLAN & Design	Moulure Alexandria Moulding Inc.
TMA428066/0691454	ANGLEDROITS	Moulure Alexandria Moulding Inc.
TMA777773/1443951	DECOSMART	Moulure Alexandria Moulding Inc.
TMA428067/0691471	RIGHTANGLES	Moulure Alexandria Moulding Inc.
TMA817421/1510918	SIMPLETREAD	Moulure Alexandria Moulding Inc.
ALLOWED/1694531	SMARTSHIELD	Moulure Alexandria Moulding Inc.

United States Trademark Registrations/Applications

TM Record	Mark/Name/AN/RN	Status/Status Date	Owner	Application Date	Registration Date
US Federal Q2 uf 1	ALEXANDRIA ECO PLAN and Design   RN: 4519570  SN: 76698906	Registered April 29, 2014	Moulure Alexandria Moulding Inc. (Canada Corp.) 95 Lochiel St. East Alexandria, Ontario K0c 1A0 Canada	August 10, 2009	April 29, 2014
US Federal Q2 uf 2	DECOSMART  DECOSMART  RN: 3972335  SN: 77822891	Registered June 7, 2011	Moulure Alexandria Moulding Inc. (Canada Corp.) 95 Lochiel Street East Alexandria Canada	September 9, 2009	June 7, 2011
US Federal Q2 uf 3	SIMPLETREAD  SIMPLETREAD  RN: 4173796  SN: 85221798	Registered July 17, 2012	Moulure Alexandria Moulding Inc. (Canada Corp.) 95 Lochiel Street East Alexandria, Ontario K0c1a0 Canada	January 20, 2011	July 17, 2012

TM Record	Mark/Name/AN/RN	Status/Status Date	Owner	Application Date	Registration Date
US Federal Q2 of 4	SMARTSHIELD  SMARTSHIELD  SN: 86407020	Pending - Suspension Letter Mailed July 20, 2015	Moulure Alexandria Moulding Inc. (Canada Corp.) 95 Lochiel Street East Alexandria Ontario K0c1a0 Canada	September 26, 2014	