

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM383563

<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>
American Wood Dryers, LLC		04/29/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANC OF CALIFORNIA		
<b>Street Address:</b>	601 South Figueroa		
<b>Internal Address:</b>	Suite 1400		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	National Banking Association: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2214464	DRYSTAR	
<b>Registration Number:</b>	2394999	AMERICAN WOOD DRYERS	
<b>Registration Number:</b>	3404005	THERMOVENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7037125050		
<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>	703-712-5352		
<b>Email:</b>	jmiller@mcguirewoods.com		
<b>Correspondent Name:</b>	Joyce Miller		
<b>Address Line 1:</b>	1750 Tysons Blvd.		
<b>Address Line 2:</b>	Suite 1800		
<b>Address Line 4:</b>	Tysons, VIRGINIA 22102		
<b>NAME OF SUBMITTER:</b>	Joyce Miller		
<b>SIGNATURE:</b>	/Joyce Miller/		
<b>DATE SIGNED:</b>	05/05/2016		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of April 29, 2016 (as amended, restated, extended, renewed, supplemented or otherwise modified from time to time, this "Trademark Security Agreement") by each of the Persons listed on the signature pages hereto (each a "Grantor" and collectively "Grantors"), jointly and severally in favor of BANC OF CALIFORNIA, NATIONAL ASSOCIATION ("Lender"), with reference to the following facts:

A. Pursuant to the Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") dated as of April 29, 2016 by and among AMERICAN WOOD DRYERS, LLC, a Delaware limited liability company ("Borrower"), AWD INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("Parent"), any entity that from time to time becomes a party thereto as a borrower or other Loan Party and Lender, Lender is making certain credit facilities available to Borrower.

B. The Credit Agreement provides, as a condition to the availability of the credit facilities referred to above, that Grantors shall enter into this Trademark Security Agreement and shall grant security interests to Lender as herein provided.

C. Each Grantor expects to realize direct and indirect benefits as a result of the availability of the aforementioned credit facilities.

### AGREEMENT

NOW, THEREFORE, in order to induce Lender to extend the aforementioned credit facilities, and for other good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, Grantors hereby jointly and severally represent, warrant, covenant, agree, assign and grant as follows:

1. Definitions. This Trademark Security Agreement is one of the "Loan Documents" referred to in the Credit Agreement. Terms defined in the Credit Agreement and not otherwise defined in this Trademark Security Agreement shall have the meanings defined for those terms in the Credit Agreement. Terms defined in the Security Agreement and not otherwise defined in this Trademark Security Agreement or in the Credit Agreement shall have the meanings defined for those terms in the Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to Lender a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) such Grantor's Trademarks, including, without limitation, those described on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark;

provided, that notwithstanding the foregoing, the Trademark Collateral shall not include any Excluded Assets.

3. Security for Obligations. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by each Grantor, to Lender, 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 interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. Authorization to Supplement. If any Grantor shall obtain rights to any new Trademarks, this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall provide notice in writing to Lender with respect to any such new Trademarks to the extent required by the Credit Agreement or the Security Agreement. Without limiting any Grantor's obligations under this Section 5, each Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement.

7. Governing Law. The validity of this Trademark Security Agreement, the construction, interpretation and enforcement hereof, and the rights of the parties hereto with respect to all matters arising hereunder or related hereto shall be determined under, governed by, and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

AMERICAN WOOD DRYERS, LLC,  
a Delaware limited liability company

By: 

Name: Stephen Rossi

Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005789 FRAME: 0281**

Accepted and Acknowledged:

BANC OF CALIFORNIA, NATIONAL ASSOCIATION,  
as Lender



By \_\_\_\_\_

Name: Matthew Smith

Its Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005789 FRAME: 0282**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademarks

<b>Grantor</b>	<b>Country</b>	<b>Description of Trademark</b>	<b>Application/Registration Number</b>	<b>Application/Registration Date</b>
American Wood Dryers, LLC	U.S.	DRYSTAR	2,214,464	December 29, 1998
American Wood Dryers, LLC	U.S.	AMERICAN WOOD DRYERS	2,394,999	October 17, 2000
American Wood Dryers, LLC	U.S.	THERMOVENT	3,404,005	April 1, 2008

Licenses

None.