

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419061

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Assignment and Assumption Agreement		
RESUBMIT DOCUMENT ID:	900394861		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ainsworth Engineered Canada LP		06/27/2015	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Ainsworth Lumber Co. Ltd.		
Street Address:	C/O NORBORD INC., One Toronto Street, Suite 600		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5C 2W4		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3930247	POINTSIX	
CORRESPONDENCE DATA			
Fax Number:	5037962900		
<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:	5032229981		
Email:	trademarks@schwabe.com		
Correspondent Name:	Schwabe, Williamson & Wyatt, P.C.		
Address Line 1:	1211 SW 5th Avenue, Suite 1500		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	122445177262		
NAME OF SUBMITTER:	Allyson Anderson		
SIGNATURE:	/Allyson Anderson/		
DATE SIGNED:	03/09/2017		
Total Attachments: 2			
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**EXTRAORDINARY RESOLUTIONS OF THE PARTNERS OF
AINSWORTH ENGINEERED CANADA LIMITED PARTNERSHIP**
(the "Limited Partnership")

The undersigned, being all the Class A Unitholders of the Limited Partnership hereby consent to and adopt in writing the following extraordinary resolutions as of June 27, 2015, 2015:

Assignment of Partnership Assets

WHEREAS, the Limited Partnership is governed by an amended and restated limited partnership agreement dated June 27, 2015 (the "**Limited Partnership Agreement**");

AND WHEREAS, 1039564 B.C. Ltd. ("**1039564**") and Norbord Inc. ("**Norbord**") are all of the Class A Unitholders of the Limited Partnership as of the date hereof;

AND WHEREAS, 1039564 (as the general partner) and Norbord (as the limited partner) of the Limited Partnership wish to transfer the Limited Partnership's right, title and interest in the Limited Partnership's business operations in Alberta and British Columbia to Ainsworth Lumber (the "**Transferred Assets**") pursuant to an asset purchase agreement dated June 27, 2015 (the "**Asset Purchase Agreement**") and an assignment and assumption agreement dated June 27, 2015 (the "**Assignment and Assumption Agreement**");

AND WHEREAS, pursuant to section 8.1(b) of the Limited Partnership Agreement, the disposition of all or substantially of the assets of the Limited Partnership may be approved only with the consent of the partners given by extraordinary resolution;

AND WHEREAS, each of 1039564 and Norbord have consented to the purchase and sale of the Transferred Assets (the "**Asset Transfer**"), substantially upon the terms and conditions of the Asset Purchase Agreement and the Assignment and Assumption Agreement.

NOW THEREFORE BE IT RESOLVED THAT:

1. The entering into, execution and delivery of the Asset Purchase Agreement and the Assignment and Assumption Agreement is hereby approved;
2. The Asset Transfer is hereby approved; and
3. Any of the general partners of the Limited Partnership be, and each of them individually hereby is, authorized and empowered in the name and on behalf of the Limited Partnership to (i) take or cause to be taken any and all such further actions and to prepare, execute and deliver or cause to be prepared, executed and delivered, and where necessary or appropriate, file or cause to be filed with the appropriate governmental authorities, all such other instruments and documents, including but not limited to all certificates, contracts, bonds, agreements, documents, instruments, receipts or other papers, (ii) incur and pay or cause to be paid all fees and expenses and (iii) engage such persons as they shall in their judgment determine to be necessary or appropriate to carry out fully the intent and purposes of the foregoing extraordinary resolutions and each of the transactions contemplated thereby.

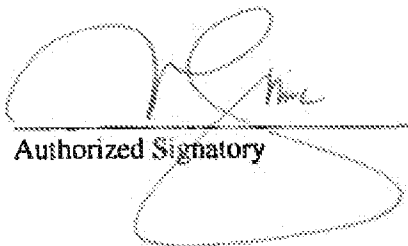
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Execution in Counterparts

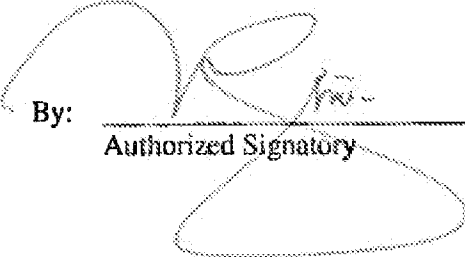
RESOLVED THAT these resolutions may be signed in counterparts and may be delivered by facsimile (or other similar electronic means), and such counterparts together shall constitute one and the same instrument and shall be deemed to be executed on or as of the date set forth below.

DATED as of June 27, 2015.

**1039564 B.C. LTD., as a general partner of
AINSWORTH ENGINEERED CANADA
LIMITED PARTNERSHIP**

By: 
Authorized Signatory

**NORBORD INC., as a limited partner of
AINSWORTH ENGINEERED CANADA
LIMITED PARTNERSHIP**

By: 
Authorized Signatory

Being all the Class A Unit Holders of **Ainsworth Engineered Canada Limited Partnership**

Signature page to partners' resolutions of AECCLP approving 85(2) transfer agreement