

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452914

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALEXANDRIA MW, LLC		11/30/2017	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	40 King Street West		
Internal Address:	25th Floor, Suite 2500		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H 3Y2		
Entity Type:	National Banking Association: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1780306	HOUSE OF FARA	
Registration Number:	1776548	ABOXABLOX	
Registration Number:	1776547	HOUSE OF FARA	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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:	312-372-2000		
Email:	Ssteigleder@mwe.com, JRArmstrong@mwe.com, kwalsh@mwe.com		
Correspondent Name:	McDermott Will & Emery LLP		
Address Line 1:	444 W. Lake Street, Suite 4000		
Address Line 4:	Chicago, ILLINOIS 60606-0029		
NAME OF SUBMITTER:	Sarah Steigleder		
SIGNATURE:	/Sarah Steigleder/		
DATE SIGNED:	12/01/2017		
Total Attachments: 6			
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US TRADEMARK SECURITY AGREEMENT

This US TRADEMARK SECURITY AGREEMENT (this "US Trademark Security Agreement") is made as of November 30, 2017, by and among the Grantor listed on the signature pages hereof ("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 MOULDING, INC.**, a Washington corporation ("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"), **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 Borrowers" and are individually referred to as a "US Borrower"), **MOULURE ALEXANDRIA MOULDING INC.**, an Ontario corporation ("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 Borrowers" and are individually referred to as a "Canadian Borrower"; the US Borrowers and the Canadian Borrowers are collectively referred to as the "Borrowers" and are individually referred to as a "Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, in connection therewith, Grantor has executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain US Guaranty 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 "US Guaranty and Security Agreement"); and

WHEREAS, pursuant to the US Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this US 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, 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 US Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this US Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the US Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. 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 the Secured Obligations, a continuing security interest (referred to in this US Trademark Security Agreement as the "Security Interest") in all of 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 Code) of the foregoing, including any claim by 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 the 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 US Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this US Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor 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 Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this US 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 US Guaranty and Security Agreement. 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 US Guaranty 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 US Trademark Security Agreement and the US Guaranty and Security Agreement, the US Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this US Trademark Security Agreement shall automatically apply thereto. Grantor 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 Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this US Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this US 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 US Trademark Security Agreement is a Loan Document. This US 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 US Trademark Security Agreement. Delivery of an executed counterpart of this US 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 US Trademark Security Agreement. Any party delivering an executed counterpart of this US Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this US Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this US Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS US 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 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 US Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

ALEXANDRIA MW, LLC

By: Alexandria Moulding, Inc., its Sole Member

By: 


Name: Mario Brault

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association

By: 
Name: KEVIN FREE
Title: AUTHORIZED SIGNATORY

SCHEDULE I
to
US TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
ALEXANDRIA MW, LLC	US	HOUSE OF FARA	1780306	07/06/1993
ALEXANDRIA MW, LLC	US	ABOXABLOX	1776548	06/15/1993
ALEXANDRIA MW, LLC	US	HOUSE OF FARA	1776547	06/15/1993