

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493573

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|-----------------------------------|--|----------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| U.S. Lumber Group, LLC | | 10/01/2018 | Limited Liability Company: DELAWARE |
| Alexandria MW LLC | | 10/01/2018 | Limited Liability Company: INDIANA |
| RECEIVING PARTY DATA | | | |
| Name: | SUNTRUST BANK, as collateral agent | | |
| Street Address: | 211 Perimeter Center Parkway | | |
| Internal Address: | Suite 100 | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30346 | | |
| Entity Type: | Bank: GEORGIA | | |
| PROPERTY NUMBERS Total: 21 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5089873 | PEARL INTERIOR TRIM | |
| Registration Number: | 3063732 | PEARL | |
| Registration Number: | 3207867 | OUTBACK DECKING | |
| Registration Number: | 3622648 | OUTBACK DECKING | |
| Registration Number: | 3377642 | TITANIUM WHITE | |
| Registration Number: | 4636288 | TIO2 TITANIUM WHITE | |
| Registration Number: | 4640141 | TIO2 TITANIUMWHITE | |
| Registration Number: | 3560512 | BOSTON CEDAR.COM | |
| Registration Number: | 3560889 | BEVEL IN A BOX | |
| Registration Number: | 3557410 | BEVEL IN A BOX | |
| Registration Number: | 3738002 | CEDARSIDE | |
| Registration Number: | 4235634 | CEDARSIDE | |
| Registration Number: | 4159359 | CEDARTRIM | |
| Registration Number: | 4070377 | TRUE GOLD | |
| Registration Number: | 4435449 | BOSTON CEDAR | |
| Registration Number: | 4567010 | WHITE GOLD BY BOSTON CEDAR | |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|---------------|
| Registration Number: | 3721440 | U.S. LUMBER |
| Registration Number: | 3739128 | U.S. LUMBER |
| Registration Number: | 1776547 | HOUSE OF FARA |
| Registration Number: | 1780306 | HOUSE OF FARA |
| Registration Number: | 1776548 | ABOXABLOX |

CORRESPONDENCE DATA

Fax Number: 8004947512
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.
Phone: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20005

| | |
|--------------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 1002391 TM IPSA |
| NAME OF SUBMITTER: | Emily Ohannessian |
| SIGNATURE: | /Emily Ohannessian/ |
| DATE SIGNED: | 10/11/2018 |

Total Attachments: 9

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TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of SUNTRUST BANK, as collateral agent (together with its successors and permitted assigns in such capacities, the “Agent”) for the benefit of the Secured Parties.

WHEREAS, Specialty Building Products Intermediate II, LLC, a Delaware limited liability company (“Holdings”), Specialty Building Products Holdings, LLC, a Delaware limited liability company (“Parent Borrower”) and the other Persons from time to time parties thereto as Borrowers have entered into that certain Term Loan Credit Agreement, dated as of October 1, 2018 (as amended, restated, amended and restated, supplemented, refinanced or otherwise modified or replaced from time to time, the “Credit Agreement”), with the several banks and other financial institutions from time to time party thereto as Lenders and the Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Guarantee and Collateral Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered that certain Term Loan Guarantee and Collateral Agreement, dated as of October 1, 2018, in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement and subject to the limitations contained therein, the Grantors have granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Agent, for the benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby grants to the Agent, to the extent provided in Section 2.1 of the Guarantee and Collateral Agreement, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Guarantor Obligations:

(a) (i) all United States copyrights, whether or not the underlying works of authorship have been published and whether as author, assignee, transferee or otherwise, including but not

limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations, copyright applications, mask works registrations and mask works applications, and any renewals or extensions thereof, including each registration and application identified in Schedule 1, and (ii) the rights to print, publish and distribute any of the foregoing (“Copyrights”);

(b) all Copyright Licenses, to the extent such Grantor is not the granting party;

(c) (i) the right to sue or otherwise recover for any and all past, present and future Infringements and misappropriations of any of the property described in (a) and (b) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) and (b) above (the items described in (a), (b) and (c), collectively, the “Copyright Collateral”);

(d) (i) all United States, state trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, designs and general intangibles of like nature and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 2 (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(e) all Trademark Licenses, to the extent such Grantor is not the granting party;

(f) (i) the right to sue or otherwise recover for any and all past, present and future Infringements and misappropriations of any of the property described in (d) and (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (d) and (e) above (items described in clauses (d), (e) and (f), collectively, the “Trademark Collateral”);

(g) (i) all United States patents, patent applications and patentable inventions, including each issued patent and patent application identified in Schedule 3, all certificates of invention or similar property rights and all registrations, recordings and pending applications thereof, (ii) all inventions and improvements described and claimed therein and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon (collectively, the “Patents”);

(h) all Patent Licenses, to the extent such Grantor is not the granting party; and

(i) (i) the right to sue or otherwise recover for any and all past, present and future Infringements and misappropriations of any of the property described in (g) and (h) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (g) and (h) above (items described in (f), (g) and (h), collectively, the “Patent Collateral”).

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights and Commissioner of Patents and Trademarks, as applicable, and any other applicable United States record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

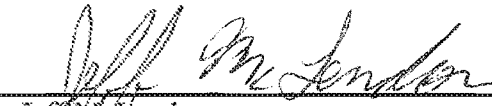
SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

SECTION 7 Notice. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.3 of the Guarantee and Collateral Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

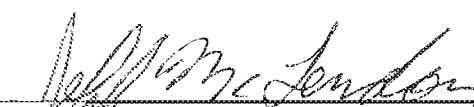
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

U.S. LUMBER GROUP, LLC

By: 
Name: Jeff McLendon
Title: President and Chief Executive Officer

ALEXANDRIA MW, LLC

By: 
Name: Jeff McLendon
Title: President and Chief Executive Officer

SUNTRUST BANK, as Agent

By: Jeff A. [Signature]
Name: Jeff A. [Signature]
Title: na

COPYRIGHTS AND COPYRIGHT LICENSES

| <u>U.S. Copyright</u> | <u>Registration No.</u> | <u>Registration Date</u> | <u>Owner</u> |
|--|--------------------------------|---------------------------------|---------------------|
| Hardwood door trim sets. | VA0000563755 | 1992-09-17 | Alexandria MW, LLC |
| Hardwood Fluted Casing. | VA0001625931 | 2008-01-24 | Alexandria MW, LLC |
| [House of Fara, Inc., order form for various wood mouldings, June 1, 1992] | TX0003406281 | 1992-09-17 | Alexandria MW, LLC |
| Pine Rosette Block. | VA0001625927 | 2008-01-22 | Alexandria MW, LLC |
| Solid American Red Oak Planking 8' Tongue and Groove. | VA0001625930 | 2008-01-24 | Alexandria MW, LLC |
| Solid American Red Oak Wainsot 32" Tongue and Groove. | VA0001625933 | 2008-01-24 | Alexandria MW, LLC |
| Solid wood moulding blocks. | VA0000563756 | 1992-09-17 | Alexandria MW, LLC |
| How To: Mouldings and Blocks. | PA0001591815 | 2008-01-23 | Alexandria MW, LLC |

TRADEMARKS AND TRADEMARK LICENSES

| <u>U.S. Trademark</u> | <u>Serial No. / Filing Date</u> | <u>Registration No.</u> | <u>Registration Date</u> | <u>Owner</u> |
|---|-------------------------------------|-----------------------------|------------------------------|------------------------|
| PEARL INTERIOR TRIM | 86/930960 3/7/2016 | 5,089,873 | 11/29/16 | U.S. Lumber Group, LLC |
| PEARL | 78/591198 3/21/2005 | 3,063,732 | 2/28/06 | U.S. Lumber Group, LLC |
| OUTBACK DECKING | 78/733500 10/14/2005 | 3,207,867 | 2/13/07 | U.S. Lumber Group, LLC |
| OUTBACK DECKING & Kangaroo Design | 77/589235 10/9/2008 | 3,622,648 | 5/19/09 | U.S. Lumber Group, LLC |
| TITANIUM WHITE | 77/180625 5/14/2007 | 3,377,642 | 2/5/08 | U.S. Lumber Group, LLC |
| TiO2 TITANIUM WHITE (Stylized and horizontal) | 86/216650 3/10/2014 | 4,636,288 | 11/11/14 | U.S. Lumber Group, LLC |
| TiO2 TITANIUM WHITE (Stylized, in color and horizontal) | 86/216845 3/10/2014 | 4,640,141 | 11/18/14 | U.S. Lumber Group, LLC |
| BOSTON CEDAR.COM & Design | 77/484652 5/28/2008 | 3,560,512 | 1/13/09 | U.S. Lumber Group, LLC |
| BEVEL IN A BOX | 77/491624 6/5/2008 | 3,560,889 | 1/13/09 | U.S. Lumber Group, LLC |
| BEVEL IN A BOX & Design (color) | 77/491641 6/5/2008 | 3,557,410 | 1/6/09 | U.S. Lumber Group, LLC |
| CEDARSIDE | 77/643606 1/5/2009 | 3,738,002 | 1/12/10 | U.S. Lumber Group, LLC |
| CEDARSIDE & Design | 77/793582 7/30/2009 | 4,235,634 | 11/6/12 | U.S. Lumber Group, LLC |
| CEDARTRIM & Design | 85/374966 7/19/2011 | 4,159,359 | 6/12/12 | U.S. Lumber Group, LLC |
| TRUE GOLD | 85/310841 5/3/2011 | 4,070,377 | 12/13/11 | U.S. Lumber Group, LLC |
| BOSTON CEDAR | 85/864029 3/1/2013 | 4,435,449 | 11/19/13 | U.S. Lumber Group, LLC |
| WHITE GOLD BY BOSTON CEDAR | 86/088786 10/10/2013 | 4,567,010 | 7/15/14 | U.S. Lumber Group, LLC |
| U.S. LUMBER | 77/710495 4/9/2009 | 3,721,440 | 12/08/09 | U.S. Lumber Group, LLC |

| <u>U.S. Trademark</u> | <u>Serial No. / Filing Date</u> | <u>Registration No.</u> | <u>Registration Date</u> | <u>Owner</u> |
|-----------------------------|-------------------------------------|-----------------------------|------------------------------|------------------------|
| U.S. LUMBER & Design | 77/710616 4/9/2009 | 3,739,128 | 1/19/10 | U.S. Lumber Group, LLC |
| HOUSE OF FARA | 74324303 21-OCT-1992 | 1776547 | 15-JUN-1993 | Alexandria MW LLC |
| HOUSE OF FARA and Design | 74324306 21-OCT-1992 | 1780306 | 06-JUL-1993 | Alexandria MW LLC |
| ABOXABLOX | 74324307 21-OCT-1992 | 1776548 | 15-JUN-1993 | Alexandria MW LLC |

PATENTS AND PATENT LICENSES

None.