

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514692

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UW HOLDINGS, LLC		03/15/2019	Limited Liability Company: DELAWARE
UW INTERCO, LLC		03/15/2019	Limited Liability Company: DELAWARE
UW INTERCO II, LLC		03/15/2019	Limited Liability Company: DELAWARE
UW INTERCO CORP.		03/15/2019	Corporation: DELAWARE
UW INTERNATIONAL SALES, INC.		03/15/2019	Corporation: DELAWARE
UNIVERSAL WOODS, INCORPORATED		03/15/2019	Corporation: KENTUCKY
UNIVERSAL WOODS INTERNATIONAL, LLC		03/15/2019	Limited Liability Company: KENTUCKY
CORNERSTONE SPECIALTY WOOD PRODUCTS, LLC		03/15/2019	Limited Liability Company: KENTUCKY

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	1600 Market Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2966544	CORNERSTONE SPECIALTY WOOD PRODUCTS, LLC
Registration Number:	2911970	DIAMOND SEAL
Registration Number:	2723570	INVISI-LOC
Registration Number:	5177904	METAGARD
Registration Number:	1917971	RESINDEK
Registration Number:	5101979	TRIGARD
Registration Number:	2885160	XSPAN
Registration Number:	4048928	CHROMALUXE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4258391	CHROMALUXE
Registration Number:	4048926	CHROMALUXE
Registration Number:	3398127	CHROMALUXE
Registration Number:	4660742	SWITCHCASE
Registration Number:	4048922	TRUE TO YOUR VISION
Registration Number:	4258392	UNISUB
Registration Number:	4180391	UNISUB
Registration Number:	2760967	UNISUB

CORRESPONDENCE DATA

Fax Number: 2158648999
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: 215.864.8352
Email: shorem@ballardspahr.com
Correspondent Name: Michael S. Shore
Address Line 1: Ballard Spahr LLP
Address Line 2: 1735 Market Street, 51st Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7599

NAME OF SUBMITTER:	Michael S. Shore
SIGNATURE:	/Michael S. Shore/
DATE SIGNED:	03/18/2019

Total Attachments: 19
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**PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of March 15, 2019 is entered into by and among **UW HOLDINGS, LLC**, a Delaware limited liability company (the “Parent”), **UW INTERCO, LLC**, a Delaware limited liability company (“Holdings”), **UW INTERCO II, LLC**, a Delaware limited liability company (“Holdings II”), **UW INTERCO CORP.**, a Delaware corporation (“UW Corp”), **UW INTERNATIONAL SALES, INC., a Delaware corporation** (“UW Sales”), **UNIVERSAL WOODS, INCORPORATED**, a Kentucky corporation (which will become Universal Woods, LLC upon consummation of the UW Conversion) (“Universal Woods OpCo”), **UNIVERSAL WOODS INTERNATIONAL, LLC**, a Kentucky limited liability company (“UW International”) and **CORNERSTONE SPECIALTY WOOD PRODUCTS, LLC**, a Kentucky limited liability company (“Cornerstone”; together with the Parent, Holdings, Holding II, UW Corp, UW Sales, Universal Woods OpCo, UW International and each other Person joined hereto as a Pledgor, each a “Pledgor” and, collectively, the “Pledgors”), in favor of **PNC BANK, NATIONAL ASSOCIATION**, as administrative agent (in such capacity, the “Administrative Agent”) for itself and the other Lenders under the Credit Agreement (as defined below).

W I T N E S S E T H :

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) of even date herewith by and among the Pledgors, as borrowers, the Guarantors party thereto, the lenders and financial institutions party thereto (collectively, “the Lenders”) and the Administrative Agent, the Lenders have agreed to provide certain loans to the Pledgors, and the Pledgors have agreed, among other things, to grant a security interest to the Administrative Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as in effect in the State of New York on the date hereof and as amended from time to time (the “UCC”).

(b) “Patents, Trademarks and Copyrights” shall mean and include all of the Pledgors’ present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications (excluding any trademark applications filed in

the United States Patent and Trademark Office on the basis of any Pledgor's "intent-to-use" such trademark), trademarks, copyrights and copyright applications, whether now owned or hereafter acquired by a Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Secured Obligations" shall mean and include the following: (i) all now existing and hereafter arising Obligations (as defined in the Credit Agreement); (ii) all obligations and liabilities of each and every Loan Party to the Administrative Agent, the Lenders or any Affiliate of a Lender (including, in the case of any Lender Provided Interest Rate Hedge or Lender Provided Foreign Currency Hedge, any Person who at the time of entry thereof is a Lender or an Affiliate of a Lender) under the Credit Agreement, any of the other Loan Documents, any Lender Provided Interest Rate Hedge, any Lender Provided Foreign Currency Hedge or any Other Lender Provided Financial Service Product, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every Loan Party to the Administrative Agent, the Lenders or any Affiliate of a Lender (including, in the case of any Lender Provided Interest Rate Hedge or Lender Provided Foreign Currency Hedge, any Person who at the time of entry thereof is a Lender or an Affiliate of a Lender), now existing or hereafter incurred under the Credit Agreement, the Notes, any of the other Loan Documents, any Lender Provided Interest Rate Hedge, any Lender Provided Foreign Currency Hedge or any Other Lender Provided Financial Service Product, as any of the same or any one or more of them may be amended, restated, supplemented or otherwise modified from time to time, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to a Pledgor or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to any such extensions of credit is not satisfied); (iii) all reimbursement obligations of each and every Loan Party with respect to any one or more Letters of Credit issued by the Administrative Agent or any Lender; (iv) all indebtedness, loans, obligations, expenses and liabilities of each and every Loan Party to the Administrative Agent or any of the Lenders or any Affiliate thereof (including any Person who at the time of entry thereof is a Lender or Affiliate of a Lender), arising out of any Lender Provided Interest Rate Hedge or any Lender Provided Foreign Currency Hedge; (v) all indebtedness, loans, obligations, expenses and liabilities of each and every Loan Party to the Administrative Agent or any of the Lenders or any Affiliate thereof, arising out of any Other Lender Provided Financial Service Product; and (vi) any sums advanced by the Administrative Agent or the Lenders or any Affiliate thereof or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, any other Loan Documents, any Lender Provided Interest Rate Hedge, any Lender Provided Foreign Currency Hedge or any Other Lender Provided Financial Service Product or pursuant to any other document or instrument at any time delivered

to the Administrative Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Secured Obligations. Notwithstanding anything to the contrary contained in the foregoing, the Secured Obligations shall not include any Excluded Hedge Liability or Liabilities.

2. As security for the payment and performance in full of the Secured Obligations, each Pledgor hereby assigns and pledges to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing lien on and security interest in all right, title and interest in or to any and all of its Patents, Trademarks and Copyrights now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest.

3. Each Pledgor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances other than Permitted Liens, including without limitation pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;

(d) such Pledgor has the limited liability company power and authority to enter into this Agreement and perform its terms;

(e) as of the Closing Date, no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other Person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of any material Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Section 10 hereof;

(g) such Pledgor will not change its state of incorporation, formation or organization, except to the extent permitted pursuant to Section 8.2.13 [Changes in Organizational Documents] of the Credit Agreement;

(h) such Pledgor will not change its name without providing thirty (30) days prior written notice to the Administrative Agent, except to the extent permitted pursuant to Section 8.2.13 [Changes in Organizational Documents] of the Credit Agreement; and

(i) such Pledgor shall preserve its limited liability company existence and except as permitted by the Credit Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not a Pledgor, or (ii) sell all or substantially all of its assets.

4. Each Pledgor agrees that, until Payment in Full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement.

5. If, before Payment in Full, a Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to the Administrative Agent prompt notice thereof in writing. The Pledgors and the Administrative Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. Upon the occurrence of any Event of Default and at any time thereafter during the continuance thereof, the Administrative Agent shall have and may exercise, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement and the other Loan Documents, the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction (including any jurisdiction in which the Patents, Trademarks and Copyrights may be located) and such other rights and remedies as may be provided by Law, including without limitation, immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to the Pledgors, all of which are hereby expressly waived, and without advertisement, to sell at public or private sale or otherwise realize upon, in a city that the Administrative Agent shall designate by notice to the Borrower Agent, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which a Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations in such order as specified in the Credit Agreement or the other Loan Documents. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to the Pledgors or as required by law. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to the Borrower Agent at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which the Pledgors hereby agree shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Administrative Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of the Pledgors, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

8. Upon Payment in Full, this Agreement shall automatically terminate and the Administrative Agent shall, at the request and at the sole cost of the Pledgors, execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto.

9. Subject to the limitations of Section 11.3.1 [Costs and Expenses] of the Credit Agreement, the Pledgors shall jointly and severally pay all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights.

10. Each Pledgor shall have the duty, through counsel reasonably acceptable to the Administrative Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until Payment in Full, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of the applicable Pledgor to do so) and to preserve and maintain all rights in patent applications and Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgors. No Pledgor shall abandon any material Patent, Trademark or Copyright other than in the good faith determination of such Pledgor in its reasonable business judgment, without the consent of Administrative Agent, which consent shall not be unreasonably withheld.

11. Each Pledgor shall have the right, with the consent of the Administrative Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. The Pledgors shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs

and expenses, including reasonable legal fees, incurred by the Administrative Agent as a result of such suit or joinder by a Pledgor.

12. No course of dealing between the Pledgors and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Credit Agreement or the other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. This Agreement (together with the Security Agreement) constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior communications, oral and written, between the parties relating to a grant of a security interest in Patents, Trademarks and Copyrights by the Pledgors (other than, for the avoidance of doubt, the Security Agreement). This Agreement may not be amended or supplemented except by a writing signed by the Administrative Agent and the Pledgors.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

17. This Agreement shall be deemed to be a contract under the Laws of the State of New York without regard to its conflicts of laws principles that could require the application of any other law.

18. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

19. All notices, requests, demands, directions and other communications given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 11.5 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement.

20. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of the Pledgors to comply with the provisions hereof relating to the Administrative Agent's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications the Pledgors are required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which each Pledgor has appointed the Administrative Agent its attorney-in-fact, and (v) to enforce the Administrative Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, each Pledgor agrees that each such provision hereof may be specifically enforced.

21. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT (INCLUDING AS ISSUER OF LETTERS OF CREDIT) OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST A PLEDGOR OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

22. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SECTION 21 HEREOF. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT AND AGREES NOT ASSERT ANY SUCH DEFENSE.

23. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.5 [NOTICES; EFFECTIVENESS; ELECTRONIC COMMUNICATION] OF THE CREDIT AGREEMENT.

NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.


24. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 24.

[SIGNATURE PAGES FOLLOW]

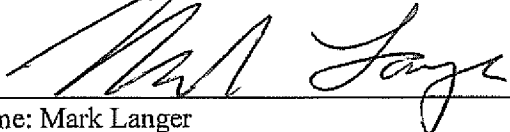
[SIGNATURE PAGE 1 OF 3 TO PATENT,
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
by their respective officers or agents thereunto duly authorized, as of the date first above written.

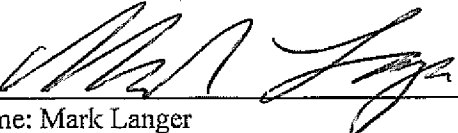
UW HOLDINGS, LLC

By: 
Name: Mark Langer
Title: President

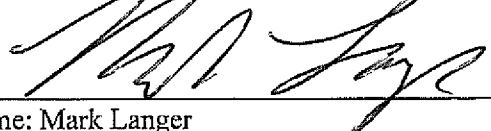
UW INTERCO, LLC

By: 
Name: Mark Langer
Title: President

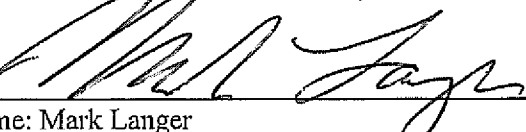
UW INTERCO II, LLC

By: 
Name: Mark Langer
Title: President

UW INTERCO CORP.

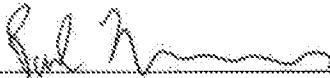
By: 
Name: Mark Langer
Title: President

UW INTERNATIONAL SALES, INC.

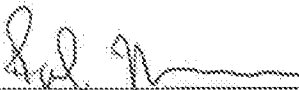
By: 
Name: Mark Langer
Title: President

[SIGNATURE PAGE 2 OF 3 TO PATENT,
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]


UNIVERSAL WOODS, INCORPORATED
(after giving effect to the UW Acquisition
Transaction, which will become Universal Woods,
LLC upon completion of the UW Conversion)

By: 
Name: Paul Neumann
Title: Chief Executive Officer and President

UNIVERSAL WOODS INTERNATIONAL,
LLC (after giving effect to the UW Acquisition
Transaction)

By: 
Name: Paul Neumann
Title: Chief Executive Officer and President

CORNERSTONE SPECIALTY WOOD
PRODUCTS, LLC (after giving effect to the UW
Acquisition Transaction)

By: 
Name: Paul Neumann
Title: Chief Executive Officer and President

[SIGNATURE PAGE 3 OF 3 TO PATENT,
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

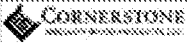
By: 

Name: DANIEL TAKOUSHIAN

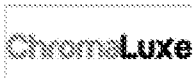
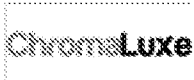
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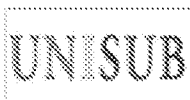
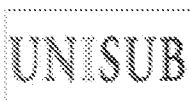
SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT
LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS

U.S. Trademarks

Trademark Registration No. Serial No. Disclaimer	Status	Assignment History	Owner Information
CORNERSTONE SPECIALTY WOOD PRODUCTS, LLC and Design  RN: 2966544 SN: 78330865 Disclaimer: "SPECIALTY WOOD PRODUCTS, LLC."	Renewed Int'l Class: 19 First Use: November 10, 2003 Filed: November 20, 2003 Registered: July 12, 2005 Last Renewal: July 12, 2015	Assignee CORNERSTONE SPECIALTY WOOD PRODUCTS, LLC 10179 WAYNE AVENUE CINCINNATI, OHIO 45215 Assignor CORNERSTONE SPECIALTY WOOD PRODUCTS, INC. Recorded: August 31, 2005 Assigned: February 10, 2004 Reel/Frame: 3182/0645 Action: CONFIRMATION OF TRADEMARK SALE/ASSIGNMENT	Cornerstone Specialty Wood Products, LLC (Kentucky Limited Liability Company) 12020 Tramway Drive Cincinnati Ohio 45241
DIAMOND SEAL RN: 2911970 SN: 76376464 Disclaimer: "SEAL"	Registered and Renewed Int'l Class: 19 First Use: April 8, 2002 Filed: February 28, 2002 Registered: December 21, 2004 Last Renewal: December 21, 2014	Assignee CORNERSTONE SPECIALTY WOOD PRODUCTS, LLC 10179 WAYNE AVENUE CINCINNATI, OHIO 45215 Assignor CORNERSTONE SPECIALTY WOOD PRODUCTS, INC. Recorded: August 31, 2005 Assigned: February 10, 2004 Reel/Frame: 3182/0645 Action: CONFIRMATION OF TRADEMARK SALE/ASSIGNMENT	Cornerstone Specialty Wood Products, LLC (Kentucky Limited Liability Company) 12020 Tramway Drive Cincinnati Ohio 45241
INVISI-LOC RN: 2723570 SN: 76375418	Registered and Renewed Int'l Class: 06 First Use: April 8, 2002 Filed: February 26, 2002	Assignee CORNERSTONE SPECIALTY WOOD PRODUCTS, LLC 10179 WAYNE AVENUE	Cornerstone Specialty Wood Products, LLC (Kentucky Limited Liability Company) 12020 Tramway Drive Cincinnati Ohio 45241

Trademark Registration No. Serial No. Disclaimer	Status	Assignment History	Owner Information
	Registered: June 10, 2003 Last Renewal: June 10, 2013	CINCINNATI, OHIO 45215 Assignor CORNERSTONE SPECIALLY WOOD PRODUCTS, INC. Recorded: August 31, 2005 Assigned: February 10, 2004 Reel/Frame: 3182/0645 Action: CONFIRMATION OF TRADEMARK SALE/ASSIGNMENT	
METAGARD RN: 5177904 SN: 86921380	Registered Int'l Class: 19 First Use: September, 2015 Filed: February 26, 2016 Registered: April 4, 2017		Cornerstone Specialty Wood Products, LLC (Kentucky Limited Liability Company) 12020 Tramway Drive Cincinnati Ohio 45241
RESINDEK RN: 1917971 SN: 74567836	Registered and Renewed Int'l Class: 19 First Use: April 18, 1994 Filed: August 30, 1994 Registered: September 12, 1995 Last Renewal: September 12, 2015	Assignee CORNERSTONE SPECIALTY WOOD PRODUCTS, LLC 10179 WAYNE AVENUE CINCINNATI, OHIO 45215 Assignor JOHNSON-DOPPLER LUMBER COMPANY Recorded: September 9, 2005 Assigned: May 28, 2004 Reel/Frame: 3155/0982 Action: NUNC PRO TUNC	Cornerstone Specialty Wood Products, LLC (Kentucky Limited Liability Company) 12020 Tramway Drive Cincinnati Ohio 45241
TRIGARD RN: 5101979 SN: 86921367	Registered Int'l Class: 19 First Use: February, 2015 Filed: February 26, 2016 Registered: December 13, 2016		Cornerstone Specialty Wood Products, LLC (Kentucky Limited Liability Company) 12020 Tramway Drive Cincinnati Ohio 45241
XSPAN RN: 2885160 SN: 78196613	Registered and Renewed Int'l Class: 19 First Use: June 4, 2003 Filed: December 20, 2002 Registered: September 14, 2004 Last Renewal: September 14, 2014	Assignee CORNERSTONE SPECIALTY WOOD PRODUCTS, LLC 10179 WAYNE AVENUE CINCINNATI, OHIO 45215 Assignor CORNERSTONE	Cornerstone Specialty Wood Products, LLC (Kentucky Limited Liability) 10179 Wayne Avenue Cincinnati Ohio 45215

Trademark Registration No. Serial No. Disclaimer	Status	Assignment History	Owner Information
		SPECIALLY WOOD PRODUCTS, INC. Recorded: August 31, 2005 Assigned: February 10, 2004 Reel/Frame: 3182/0645 Action: CONFIRMATION OF TRADEMARK SALE/ASSIGNMENT	
CHROMALUXE RN: 4048928 SN: 85287126	Registered 8 & 15 Int'l Class: 06 First Use: April 12, 2007 Filed: April 5, 2011 Registered: November 1, 2011		Universal Woods, Incorporated (Kentucky Corp.) 2600 Grassland Drive Louisville Kentucky 40299
CHROMALUXE (Stylized)  RN: 4258391 SN: 85287109	Registered 8 & 15 Int'l Class: 06,20 First Use: October 10, 2012 Filed: April 5, 2011 Registered: December 11, 2012		Universal Woods, Incorporated (Kentucky Corp.) 2600 Grassland Drive Louisville Kentucky 40299
CHROMALUXE (Stylized)  RN: 4048926 SN: 85287070	Registered 8 & 15 Int'l Class: 06,20 First Use: March 30, 2011 Filed: April 5, 2011 Registered: November 1, 2011		Universal Woods, Incorporated (Kentucky Corp.) 2600 Grassland Drive Louisville Kentucky 40299
CHROMALUXE RN: 3398127 SN: 77232284	Registered and Renewed Int'l Class: 20 First Use: April 12, 2007 Filed: July 18, 2007 Registered: March 18, 2008 Last Renewal: March 18, 2018		Universal Woods, Incorporated (Kentucky Corp.) 2600 Grassland Drive Louisville Kentucky 40299
SWITCHCASE RN: 4660742 SN: 86081008	Registered Int'l Class: 09 First Use: July 19, 2013 Filed: October 2, 2013 Registered: December 23, 2014		Universal Woods, Incorporated (Kentucky Corp.) 2600 Grassland Drive Louisville Kentucky 40299

Trademark Registration No. Serial No. Disclaimer	Status	Assignment History	Owner Information
TRUE TO YOUR VISION RN: 4048922 SN: 85287025	Registered 8 & 15 Int'l Class: 06,20 First Use: March 30, 2011 Filed: April 5, 2011 Registered: November 1, 2011		Universal Woods, Incorporated (Kentucky Corp.) 2600 Grassland Drive Louisville Kentucky 40299
UNISUB (Stylized)  RN: 4258392 SN: 85287165	Registered Int'l Class: 01 First Use: October 10, 2012 Filed: April 5, 2011 Registered: December 11, 2012		Universal Woods, Incorporated (Kentucky Corp.) 2600 Grassland Drive Louisville Kentucky 40299
UNISUB (Stylized)  RN: 4180391 SN: 85287147	Registered Int'l Class: 01 First Use: January 1, 2004 Filed: April 5, 2011 Registered: July 24, 2012		Universal Woods, Incorporated (Kentucky Corp.) 2600 Grassland Drive Louisville Kentucky 40299
UNISUB RN: 2760967 SN: 76383199	Renewed Int'l Class: 01 First Use: July, 1996 Filed: March 18, 2002 Registered: September 9, 2003 Last Renewal: September 9, 2013		Universal Woods, Incorporated (Kentucky Corp.) 2600 Grassland Drive Louisville Kentucky 40299

Foreign Trademarks

Trademark	Country	Application Number Application Date	Registration Number Registration Date	Owner Information
TRUE TO YOUR VISION	Canada	1546620 October 5, 2011	TMA853922 June 25, 2013	Universal Woods, Incorporated
UNISUB (figurative)	Canada	1546628 October 5, 2011	TMA840738 January 21, 2013	Universal Woods, Incorporated
UNISUB	Canada	1546631 October 5, 2011	TMA853923 June 25, 2013	Universal Woods, Incorporated

Trademark	Country	Application Number Application Date	Registration Number Registration Date	Owner Information
UNISUB	International Registration	n/a	1139457 May 15, 2012	Universal Woods, Incorporated
CHROMALUXE (figurative)	International Registration	n/a	1142475 June 21, 2012	Universal Woods, Incorporated
CHROMALUXE	International Registration	n/a	1137788 May 15, 2012	Universal Woods, Incorporated
CHROMALUXE (figurative)	International Registration	n/a	1150755 June 21, 2012	Universal Woods, Incorporated
UNISUB (figurative)	International Registration	n/a	1139212 June 21, 2012	Universal Woods, Incorporated
UNISUB (figurative)	International Registration	n/a	1130402 June 21, 2012	Universal Woods, Incorporated
RESINDEK	European Union	005493631 November 23, 2006	005493631 January 3, 2008	Cornerstone Specialty Wood Products, LLC
CHROMALUXE	European Union	009898263 April 15, 2011	009898263 September 2, 2011	Universal Woods, Incorporated
CHROMALUXE (figurative)	European Union	009898164 April 15, 2011	009898164 September 2, 2011	Universal Woods, Incorporated
CHROMALUXE (figurative)	European Union	009897992 April 15, 2011	009897992 September 2, 2011	Universal Woods, Incorporated
UNISUB (figurative)	European Union	009900011 April 15, 2011	009900011 September 2, 2011	Universal Woods, Incorporated
UNISUB	European Union	009899782 April 15, 2011	009899782 September 2, 2011	Universal Woods, Incorporated
UNISUB (figurative)	European Union	009899964 April 15, 2011	009899964 September 2, 2011	Universal Woods, Incorporated
CHROMALUXE (figurative)	Singapore	T1300224I June 21, 2012	T1300224II July 3, 2015	Universal Woods, Incorporated
CHROMALUXE (figurative)	Singapore	T1304305J June 21, 2012	T1304305J August 1, 2013	Universal Woods, Incorporated
CHROMALUXE	Singapore	T1218604D May 15, 2012	T1218604D July 4, 2013	Universal Woods, Incorporated
UNISUB	Singapore	T1219493D May 15, 2012	T1219493D June 20, 2013	Universal Woods, Incorporated

Trademark	Country	Application Number Application Date	Registration Number Registration Date	Owner Information
UNISUB (figurative)	Singapore	T1215258A June 21, 2012	T1215258A March 12, 2013	Universal Woods, Incorporated
UNISUB (figurative)	Singapore	T1219071H June 21, 2012	T1219071H July 11, 2013	Universal Woods, Incorporated

U.S. Patents

Title	Application Number Application Date	Patent Number Issue Date	Owner
Flooring System And Method	10/262,771 October 2, 2002	6,718,720 April 13, 2004	Cornerstone Specialty Wood Products Inc.
Mezzanine Floor Panel	08/423,159 April 17, 1995	5,661,937 September 2, 1997	Cornerstone Specialty Wood Products, LLC
Flooring System And Method For Installing Involving a Corrugated Member And A Panel Flooring Member	11/958655 December 18, 2007	n/a	Cornerstone Specialty Wood Products, LLC
Process For Making A Radiation-Cured Coated Article	09/352014 July 12, 1999	6,340,504 January 22, 2002	Universal Woods Incorporated
Process For Making A Radiation Cured Cement Board Substrate	09/352020 July 12, 1999	6,284,327 September 4, 2001	Universal Woods Incorporated
Process For Making An Ultraviolet Stabilized Substrate and Article	09/351561 July 12, 1999	6,242,055 June 5, 2001	Universal Woods Incorporated
Flooring System Having An Engineered Wood Panel With A Metal Sheet Bonded Thereto	62/760,694 November 11, 2018	n/a	Universal Woods Incorporated

U.S. Copyrights

Copyright Title	Copyright Number	Registration Date	Owner/Claimant
Company profile	TX 5-854-829	November 21, 2003	Cornerstone Specialty Wood Products, Inc.
Corfloor	TX 5-858-828	November 21, 2003	Cornerstone Specialty Wood Products, Inc.
Corfloor fastening systems	TX 5-854-830	November 21, 2003	Cornerstone Specialty Wood Products, Inc.
Cornerstone Specialty Wood Products, Inc. web site	TX 5-897-953	November 28, 2003	Cornerstone Specialty Wood Products, Inc.
Industrial lumber	TX 5-854-831	November 21, 2003	Cornerstone Specialty Wood Products, Inc.

Copyright Title	Copyright Number	Registration Date	Owner/Claimant
Wood products for material handling & distribution centers	TX 5-854-832	November 21, 2003	Cornerstone Specialty Wood Products, Inc.