

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546739

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MENDOCINO FOREST PRODUCTS COMPANY, LLC		09/12/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	American AgCredit, PCA, as Administrative Agent		
Street Address:	5560 South Broadway		
City:	Eureka		
State/Country:	CALIFORNIA		
Postal Code:	95503		
Entity Type:	Federally Chartered Farm Credit Cooperative Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5807725	EMERALD PEAT	
Registration Number:	5697935	EMERALD PEAT	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, christinaquinn@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003		
ATTORNEY DOCKET NUMBER:	038383.000043		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	10/25/2019		
Total Attachments: 4			
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GRANT OF TRADEMARK SECURITY INTEREST

Date: September 12, 2019

WHEREAS, MENDOCINO FOREST PRODUCTS COMPANY, LLC, a Delaware limited liability company (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Mendocino Forest Products Company, LLC, a Delaware limited liability company (“**MFP**”), Allweather Wood LLC, a Delaware limited liability company (“**AWW**”), Humboldt Sawmill Company, LLC, a Delaware limited liability company (“**HSC**” and, together with MFP and AWW, the “**Borrowers**” and each a “**Borrower**”), have entered into a Second Amended and Restated Credit Agreement dated as of September 12, 2019 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) with the financial institutions party thereto (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”), and American AgCredit, PCA, as Administrative Agent for the Lenders (in such capacity, “**Administrative Agent**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrowers; and

WHEREAS, Borrowers may from time to time be provided with any one or more Bank Products (as defined in the Credit Agreement) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Bank Products are provided (in such capacity, collectively, “**Bank Product Counterparties**”); and

WHEREAS, pursuant to the terms of the Amended and Restated Security Agreement dated as of September 12, 2019 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Grantor, the other grantors named therein, American AgCredit, PCA, as agent for and representative of (in such capacity, “**Secured Party**”) Lenders and any Bank Product Counterparty, Grantor has created in favor of Secured Party for the benefit of Secured Party, Lenders and any Bank Product Counterparty a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business

identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and


(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

**MENDOCINO FOREST PRODUCTS COMPANY,
LLC**

By: 
Name: Tim Pelley
Title: CEO

GRANT OF TRADEMARK SECURITY INTEREST
MENDOCINO FOREST PRODUCTS COMPANY, LLC

TRADEMARK
REEL: 006780 FRAME: 0387

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Trademark Registrations

Mark	Reg. No.	Reg. Date
EMERALD PEAT and Design	5807725	07/16/19
EMERALD PEAT	5697935	03/12/19