

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623261

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Intellectual Property Security Agreement recorded at Reel 5327/Frame 0169

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon		01/29/2021	Banking Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Northwest Hardwoods, Inc.
Street Address:	1313 Broadway, Suite 300
City:	Tacoma
State/Country:	WASHINGTON
Postal Code:	98402
Entity Type:	Corporation: DELAWARE
Name:	Potomac Supply, LLC
Street Address:	1398 Kinsale Rd.
City:	Kinsale
State/Country:	VIRGINIA
Postal Code:	22488
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1505937	CHOICEWOOD
Registration Number:	2503216	GRADED FOR YIELD
Registration Number:	4212636	NWH NORTHWEST HARDWOODS
Registration Number:	1559024	POTOMAC
Registration Number:	4554949	W WASHINGTON ALDER LLC
Registration Number:	4212645	NWH NORTHWEST HARDWOODS

CORRESPONDENCE DATA

Fax Number: 9494754754

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: 949-451-3800

Email: skann@gibsondunn.com

TRADEMARK

Correspondent Name: Stephanie Kann
Address Line 1: 3161 Michelson Drive
Address Line 2: Gibson, Dunn & Crutcher LLP
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: 66832-00027

NAME OF SUBMITTER: Stephanie Kann

SIGNATURE: /stephanie kann/

DATE SIGNED: 01/29/2021

Total Attachments: 6

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RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Release”) is made as of January 29, 2021, by **THE BANK OF NEW YORK MELLON**, in its capacity as Collateral Agent under (and as defined in) the Security Agreement referred to below (the “Notes Collateral Agent”) for the benefit of **NORTHWEST HARDWOODS, INC.**, a Delaware corporation, and **POTOMAC SUPPLY, LLC**, a Delaware limited liability company (the “Grantors”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Indentures (as defined below) or Collateral Agreement (as defined below) or the Security Agreement (as defined below) as applicable.

W I T N E S S E T H:

WHEREAS, the Grantors and the Notes Collateral Agent are parties to that certain (i) Indenture, dated as of July 18, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “2014 Indenture”); (ii) Indenture, dated as of February 20, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “2015 Indenture” and with the 2014 Indenture, the “Indentures”); (iii) Collateral Agreement, dated as of July 18, 2014 (as amended, supplemented, restated, or otherwise modified from time to time, the “Collateral Agreement”), (iv) Intellectual Property Security Agreements, dated as of July 18, 2014 and as of February 20, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), pursuant to which the Grantors have granted to the Notes Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Grantors in, to and under the Intellectual Property Collateral (as defined in the Security Agreement), including the trademarks set forth on Schedule I hereto and patents set forth on Schedule II hereto; and

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office on July 22, 2014 at Reel 5327 and Frame 0169 for trademarks, and on July 22, 2014 at Reel 033378 and Frame 0936 for patents.

WHEREAS, on January 6, 2021 the United States Bankruptcy Court for the District of Delaware under Case No. 20-13005 (the Grantors’ bankruptcy cases for relief under Chapter 11 of the U.S. Bankruptcy Code) entered an Order (I) Approving the Adequacy of the Disclosure Statement and the Prepetition Solicitation Procedures and (II) Confirming the Joint Prepackaged Chapter 11 Plan of Reorganization (the “Confirmation Order”); and

WHEREAS, the Grantors have requested that the Notes Collateral Agent release, and the Notes Collateral Agent is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Intellectual Property Collateral, including, without limitation, the trademarks set forth on Schedule I hereto, and the patents set forth on Schedule II hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Notes Collateral Agent hereby agrees as follows:

1. Pursuant to the Confirmation Order, the Notes Collateral Agent does hereby irrevocably terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Indenture, Collateral Agreement or Security Agreement to the Intellectual Property Collateral, including, without limitation, the trademarks (including the trademark registrations and trademark applications) set forth on Schedule I hereto, the goodwill of the business symbolized by the trademarks and the applications and registrations thereof, and the patents (including the patent registrations and patent applications) set forth on Schedule II hereto, and all proceeds thereof, and any right, title or interest of the Notes Collateral Agent in such Intellectual Property Collateral shall hereby terminate, cease and become void.

2. Pursuant to the Confirmation Order, the Notes Collateral Agent hereby assigns, transfers and conveys any and all right, title or interest of the Notes Collateral Agent in the Intellectual Property Collateral to the Grantors.

3. Pursuant to the Confirmation Order, the Notes Collateral Agent, on behalf of itself and the Secured Parties, does hereby terminate and cancel the Security Agreement.

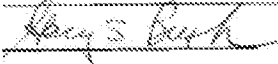
4. This Release may be manually or electronically executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

5. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows]





IN WITNESS WHEREOF, the undersigned has caused this Release of Intellectual Property Security Agreement to be executed and delivered as of the date first written above.

**THE BANK OF NEW YORK MELLON, as
Notes Collateral Agent**


By:  Bush Gary S
2021-01-28 12:28-05:00
Name: Gary S. Bush
Title: Vice President







SCHEDULE I

UNITED STATES FEDERAL TRADEMARKS

Mark	Registration Number	Owner	Status
CHOICEWOOD	1,505,937	Weaber, Inc. (formerly Northwest Hardwoods, Inc.)	Registered
GRADED FOR YIELD	2,503,216	Northwest Hardwoods, Inc.	Registered
 NORTHWEST HARDWOODS	4,212,645	Northwest Hardwoods, Inc.	Registered
 NORTHWEST HARDWOODS	4,212,636	Northwest Hardwoods, Inc.	Registered
 POTOMAC	1,559,024	Potomac Supply, LLC	Registered
 WASHINGTON ALDER	4,554,949	Northwest Hardwoods, Inc.	Registered

INTERNATIONAL TRADEMARKS

Mark	Registration Number	Owner	Status
Canada			
CHOICEWOOD	TMA640963	Weyerhaeuser NR Company	Expired
China			
GRADED FOR YIELD	3748644	Northwest Hardwoods, Inc.	Registered
NORTHWEST HARDWOODS	3429139	Northwest Hardwoods, Inc.	Registered
 NORTHWEST HARDWOODS	3429138	Northwest Hardwoods, Inc.	Registered
西北硬木	4443626	Northwest Hardwoods, Inc.	Registered

Mark	Registration Number	Owner	Status
	3748645	Northwest Hardwoods, Inc.	Registered
Japan			
NORTHWEST HARDWOODS	2420180	Northwest Hardwoods, Inc.	Registered
 NORTHWEST HARDWOODS	4926247	Northwest Hardwoods, Inc.	Registered
	2420181	Northwest Hardwoods, Inc.	Registered
Mexico			
PLANTATION PLANK	905231	Weyerhaeuser Company	Registered
Vietnam			
 NORTHWEST HARDWOODS	40076623	Northwest Hardwoods, Inc.	Registered
	40072656	Northwest Hardwoods, Inc.	Registered
WIPO – China, Japan, Vietnam			
 NORTHWEST HARDWOODS	1114224	Northwest Hardwoods, Inc.	Registered
WIPO – Japan			
GRADED FOR YIELD	1111995	Northwest Hardwoods, Inc.	Registered

SCHEDULE II

UNITED STATES PATENT

Country	Title	Issue Date	Patent No.	Status	Owner/Comments
U.S.	Methods for Enhancing Hardness and Dimensional Stability of a Wood Element and Wood Product Having Enhanced Hardness	11/23/2010	7,836,924	Expired	Northwest Hardwoods, Inc.