

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623838

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Northwest Hardwoods, Inc.		01/29/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	400 4th Street		
City:	Lake Oswego		
State/Country:	OREGON		
Postal Code:	97034		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2503216	GRADED FOR YIELD	
Registration Number:	2465544	ITL	
Registration Number:	4212645	NWH NORTHWEST HARDWOODS	
Registration Number:	4212636	NWH NORTHWEST HARDWOODS	
CORRESPONDENCE DATA			
Fax Number:	7044448847		
<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:	213-457-9854		
Email:	ksaltrick@mcguirewoods.com		
Correspondent Name:	McGuireWoods LLP		
Address Line 1:	355 S. Grand Avenue, Suite 4200		
Address Line 2:	Attention: Y.Lee		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	Yoojin Lee		
SIGNATURE:	/s/ Yoojin Lee		
DATE SIGNED:	02/02/2021		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 29, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Intellectual Property Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of Bank of America, N.A., as administrative agent (in such capacity and together with its successors and assigns, the “Administrative Agent”), for the Secured Parties (as defined in the Collateral Agreement referred to below);

WHEREAS, reference is made to that certain Asset-Based Revolving Credit Agreement dated as of January 29, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Hardwoods Intermediate Holdings II, Inc., a Delaware corporation (“Holdings”), Northwest Hardwoods, Inc., a Delaware corporation (“Lead Borrower”), each of the Subsidiary Borrowers from time to time party thereto, the Lenders from time to time party thereto, and the Administrative Agent. Capitalized terms used but not defined herein have the meanings assigned in the Credit Agreement or the Collateral Agreement (as defined below), as applicable;

WHEREAS, it is a condition precedent to the obligations 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 Guarantee and Collateral Agreement, dated as of January 29, 2021, among Holdings, Lead Borrower, each Subsidiary Loan Party from time to time party thereto, and Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) for the benefit of the Secured Parties; and

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of such Grantor’s right, title and interest in and to the following (the “Intellectual Property 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 Obligations:

- (a) all Trademarks (other than any Excluded Property), including, without limitation, each registration and application identified in Schedule 1 attached hereto;
- (b) all Patents (other than any Excluded Property), including, without limitation, each issued Patent and Patent application identified in Schedule 1 attached hereto;
- (c) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission, including “.pdf” or “.tif”), 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 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to conflict of laws principles thereof that would require application of laws of another state.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement and the Credit Agreement. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Collateral Agreement or the Credit Agreement, the provisions of the Collateral Agreement or the Credit Agreement shall govern.

SECTION 6. Intercreditor Agreement; Pari Passu Obligations.

(a) Notwithstanding anything herein to the contrary, the Lien and security interest granted pursuant to this Agreement and the exercise of any right or remedy hereunder are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and this Agreement, the terms of the ABL Intercreditor Agreement shall govern and control.

(b) If the Administrative Agent enters into any other intercreditor agreement contemplated by Section 9.08 of the Credit Agreement, in the event of any conflict between such intercreditor agreement, on one side, and this Agreement, on the other side, the terms of such intercreditor agreement shall govern and control.

[Remainder of page intentionally left blank]

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

GRANTORS:

NORTHWEST HARDWOODS, INC., a
Delaware corporation, as a Company

By: 
Name: Laraine McCallon
Title: Treasurer

**HARDWOODS INTERMEDIATE
HOLDINGS II, INC.**, a Delaware
corporation, as a Company

By: 
Name: Laraine McCallon
Title: Treasurer

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By:  _____

Name: Brett German

Title: Senior Vice President

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(NORTHWEST HARDWOODS)
SIGNATURE PAGE

TRADEMARK
REEL: 007177 FRAME: 0398

Schedule 1

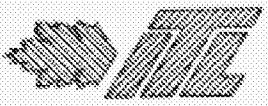

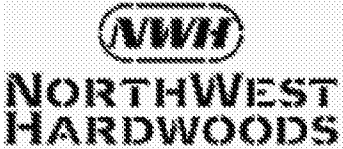
Patents and Trademarks

1. Patents:

- a. Registrations (U.S.): None
- b. Applications (U.S.): None.
- c. Other Patents (non-U.S.): None.


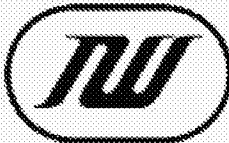
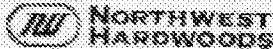
2. Trademarks:

- a. Registrations (U.S.):

Trademark	Owner	Status in USPTO	Filing Date/Filing Number	Registration Date/Registration Number
GRADED FOR YIELD	Northwest Hardwoods, Inc.	Registered	March 11, 1999	Oct. 31, 2001 2503216
	Northwest Hardwoods, Inc.	Registered	May 3, 2000	July 3, 2001 2465544
	Northwest Hardwoods, Inc.	Registered	Aug. 9, 2011	Sept. 25, 2012 4212645
	Northwest Hardwoods, Inc.	Registered	Aug. 5, 2011	Sept. 25, 2012 4212636


- b. Applications (U.S.): None.
- c. Other Trademarks (non-U.S.):

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
Northwest Hardwoods, Inc.	3748644	China	GRADED FOR YIELD

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
Northwest Hardwoods, Inc.	1111995	Int'l Reg – Madrid Protocol Only	GRADED FOR YIELD
Northwest Hardwoods, Inc.	1111995	Japan	GRADED FOR YIELD
Northwest Hardwoods, Inc.	6180707	Japan	
Northwest Hardwoods, Inc.	TMA656400	Canada	NORTHWEST HARDWOODS
Northwest Hardwoods, Inc.	3429139	China	NORTHWEST HARDWOODS
Northwest Hardwoods, Inc.	2420180	Japan	NORTHWEST HARDWOODS
Northwest Hardwoods, Inc.	2420181	Japan	ノースウエストハードウッド
Northwest Hardwoods, Inc.	TMA657618	Canada	
Northwest Hardwoods, Inc.	3429138	China	

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
Northwest Hardwoods, Inc.	1114224	China	 NORTHWEST HARDWOODS
Northwest Hardwoods, Inc.	1114224	Int'l Reg – Madrid Protocol Only	 NORTHWEST HARDWOODS
Northwest Hardwoods, Inc.	1114224	Japan	 NORTHWEST HARDWOODS
Northwest Hardwoods, Inc.	1114224	Vietnam	 NORTHWEST HARDWOODS
Northwest Hardwoods, Inc.	35102214	China	 NORTHWEST HARDWOODS
Northwest Hardwoods, Inc.	4443626	China	西北硬木

Applications:

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
Northwest Hardwoods, Inc.	1925177	Canada	GRADED FOR YIELD
Northwest Hardwoods, Inc.	1925293	Canada	

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
Northwest Hardwoods, Inc.	35102215	China	
Northwest Hardwoods, Inc.	1925175	Canada	
Northwest Hardwoods, Inc.	1925176	Canada	

3. Copyrights

None.