

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM649646

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Teal Cedar Products Ltd.		05/07/2021	Corporation: BRITISH COLUMBIA
Teal-Jones Group		05/07/2021	Corporation: BRITISH COLUMBIA

## RECEIVING PARTY DATA

<b>Name:</b>	Wells Fargo Capital Finance Corporation Canada
<b>Street Address:</b>	22 Adelaide Street West
<b>Internal Address:</b>	Suite 2200
<b>City:</b>	Toronto
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5H 4E3
<b>Entity Type:</b>	Corporation: CANADA

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
<b>Registration Number:</b>	5189499	THE TEAL-JONES GROUP
<b>Registration Number:</b>	3968326	TEAL SELECT
<b>Registration Number:</b>	3915567	TEAL CEDAR PRODUCTS
<b>Registration Number:</b>	5189498	
<b>Registration Number:</b>	6219222	A EXTRA'S SANDED FACE
<b>Serial Number:</b>	87786891	B CLEARS SANDED FACE

## CORRESPONDENCE DATA

Fax Number: 8009144240

*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: 800-713-0755

Email: Ted.mulligan@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

OP \$165.00 5189499

<b>NAME OF SUBMITTER:</b>	Michael A. Rich
<b>SIGNATURE:</b>	/Michael A. Rich/
<b>DATE SIGNED:</b>	05/26/2021
<b>Total Attachments: 8</b> source=Submitted Trademark Security Agreement (Teal Jones)#page1.tif source=Submitted Trademark Security Agreement (Teal Jones)#page2.tif source=Submitted Trademark Security Agreement (Teal Jones)#page3.tif source=Submitted Trademark Security Agreement (Teal Jones)#page4.tif source=Submitted Trademark Security Agreement (Teal Jones)#page5.tif source=Submitted Trademark Security Agreement (Teal Jones)#page6.tif source=Submitted Trademark Security Agreement (Teal Jones)#page7.tif source=Submitted Trademark Security Agreement (Teal Jones)#page8.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 7<sup>th</sup> day of May, 2021, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE CORPORATION CANADA**, an Ontario corporation ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

**WHEREAS**, pursuant to that certain Amended and Restated Credit Agreement dated as of May 7, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Teal Cedar Products Ltd., a British Columbia Corporation, and Teal Jones Lumber Sales LLC, a Washington limited liability company, as borrowers (each, a "Borrower", and collectively, the "Borrowers"), the guarantors party thereto as "Guarantors", the lenders party thereto as "Lenders" (each such Lender, together with its successors and assigns, is referred to hereinafter as a "Lender" and collectively as the "Lenders"), Agent, and Wells Fargo, as syndication agent (together with its successors and assigns in such capacity, the "Syndication Agent"), Wells Fargo, as documentation agent (in such capacity, together with its successors and assigns in such capacity, the "Documentation Agent"), Wells Fargo, as sole lead arranger (in such capacity, together with its successors and assigns in such capacity, the "Sole Lead Arranger"), and Wells Fargo, as sole lead arranger (in such capacity, together with its successors and assigns in such capacity, the "Sole Bookrunner"), and the other Loan Documents, the Lender Group have agreed to make certain loans and financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof

**WHEREAS**, each of the Grantors have executed and delivered to Agent, for the benefit of Lender Group, a General Security Agreement, each dated as of July 5, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, collectively the "Security Agreement"); and

**WHEREAS**, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 30 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns (for the purposes of taking security), and pledges to Agent, for the benefit of the Lender Group, to secure its Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the PPSA) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations of each Grantor, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of Obligations and would be owed by Grantors, or any of them, to Agent, the other Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed (manually or by electronic signature) in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (including by email of a portable document format (PDF) or electronic document) shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (including by email of a portable document format (PDF) or electronic document) also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER SET FORTH IN SECTION 29 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

TEAL CEDAR PRODUCTS LTD.

By: [Signature]  
Name: Gene Vibe  
Title: V.P.C.P.

GRANTORS:

TEAL-JONES GROUP by its partners:

TEAL CEDAR PRODUCTS LTD.

By: [Signature]  
Name: Gene Vibe  
Title: V.P.C.P.

COLUMBIA RIVER SHAKE &  
SHINGLE LTD.

By: [Signature]  
Name: Gene Vibe  
Title: V.P.C.P.

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE  
CORPORATION CANADA, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its Authorized Signatory

*[Signature Page to Trademark Security Agreement (US)]*

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**TEAL CEDAR PRODUCTS LTD.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GRANTORS:**

**TEAL-JONES GROUP** by its partners:

**TEAL CEDAR PRODUCTS LTD.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**COLUMBIA RIVER SHAKE &  
SHINGLE LTD.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO CAPITAL FINANCE  
CORPORATION CANADA, as Agent**

By:   
Name: \_\_\_\_\_

Its Authorized Signatory

**Trevor Tysick**  
Vice President  
Wells Fargo Capital Finance  
Corporation Canada

*[Signature Page to Trademark Security Agreement (US)]*

**TRADEMARK**  
**REEL: 007306 FRAME: 0584**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**US Trademark Registrations/Applications**

<b>Owner</b>	<b>Trade-mark</b>	<b>App. No.</b>	<b>Reg. No.</b>
Teal-Jones Group	THE TEAL-JONES GROUP (the name)		5,189,499
Teal Cedar Products Ltd.	TEAL SELECT & Design		3968326
Teal Cedar Products Ltd.	TEAL CEDAR PRODUCTS & Design		3915567
Teal Cedar Products Ltd.	LOGO DESIGN (Circle with trees in it) for The Teal-Jones Group		5,189,498
Teal Cedar Products Ltd.	A EXTRA'S SANDED FACE		6,219,222
Teal Cedar Products Ltd.	B CLEARS SANDED FACE	87786891	