

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM680251

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AFFILIATED RESOURCES, LLC		10/07/2021	Limited Liability Company: OREGON
FOREST CITY TRADING GROUP, LLC		10/07/2021	Limited Liability Company: DELAWARE
AMERICAN INTERNATIONAL FOREST PRODUCTS, LLC		10/07/2021	Limited Liability Company: DELAWARE
GOPHER MATS, LLC		10/07/2021	Limited Liability Company: DELAWARE
RICHMOND INTERNATIONAL FOREST PRODUCTS, LLC		10/07/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO CAPITAL FINANCE, LLC		
<b>Street Address:</b>	1800 CENTURY PARK EAST		
<b>Internal Address:</b>	SUITE 1100		
<b>City:</b>	LOS ANGELES		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90067		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 30</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2571935	AQUA PLY	
<b>Registration Number:</b>	2571936	AQUA PLY PLUS	
<b>Registration Number:</b>	2618601	AQUA SEAL	
<b>Registration Number:</b>	2711665	AQUA CEL	
<b>Registration Number:</b>	2636073	AQUA BEAM PLUS	
<b>Registration Number:</b>	2654721	AQUA TECH	
<b>Registration Number:</b>	2771653	TRED-EXTRA	
<b>Registration Number:</b>	2771652	TRED-EXTREME	
<b>Registration Number:</b>	2850697	TRED-EX	
<b>Registration Number:</b>	2853395	TRED-EX WORKS!	

CH \$765.00 2571935

Property Type	Number	Word Mark
Registration Number:	4599798	NANOTEX
Registration Number:	2732062	DYNA SPAN
Registration Number:	3015599	DYNA CORE
Registration Number:	3196766	DYNA LOCK
Registration Number:	3605071	DYNA-BILT
Registration Number:	3848232	DYNA SLIDE
Registration Number:	3848231	DYNA SHIELD
Registration Number:	3941309	MAX TEK
Registration Number:	4236580	THINK BEYOND GREEN
Registration Number:	3421178	BLUE DRAGON
Registration Number:	4013031	TRANZLINER
Registration Number:	4910044	PAKTITE
Serial Number:	88666254	FCTG
Serial Number:	88666255	FCTG
Registration Number:	2152005	AMERICAN INTERNATIONAL FOREST PRODUCTS
Registration Number:	5781236	AIFP
Serial Number:	88477640	XLT
Serial Number:	86456658	RICHFORM
Serial Number:	85726583	ECO-CERT PLY
Serial Number:	90023282	ROBOTEX

#### CORRESPONDENCE DATA

Fax Number: 2138910400

*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: 2138910700

Email: pnulud@buchalter.com, mmandel@buchalter.com,  
nshaw@buchalter.com

Correspondent Name: PHILIP NULUD/V MONICA MANDEL/NORMAN SHAW

Address Line 1: Suite 1500

Address Line 2: 1000 Wilshire Boulevard

Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	F6384-1147
NAME OF SUBMITTER:	V. MONICA MANDEL
SIGNATURE:	/V. Monica Mandel/
DATE SIGNED:	10/11/2021

#### Total Attachments: 7

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source=Fully Executed - Amended and Restated Trademark Security Agreement#page7.tif

**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 7th day of October, 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, LLC, a Delaware limited liability company (“Wells Fargo”), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Fourth Amended and Restated Loan and Security Agreement dated as of May 15, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”) by and among the lenders identified on the signature pages thereof (the “Lenders”), **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company, as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”), **FOREST CITY TRADING GROUP, LLC**, a Delaware limited liability company (“Parent”), certain of Parent’s subsidiaries party thereto (together with Parent, referred to hereinafter each individually as a “Borrower,” and collectively as the “Borrowers”), the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to that certain Joinder and Amendment Number Five to Fourth Amended and Restated Loan and Security Agreement, dated as of August 31, 2021 by and among the Borrowers, Agent, and Lenders and the Loan Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, 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 Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.4 of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*. In addition, the following term has the meaning set forth below:

“Trademarks” means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (A) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 5.16 of the Loan Agreement, (B) all renewals thereof, (C) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (D) the right to sue for past, present and future infringements and dilutions thereof, (E) the goodwill of each Grantor’s business symbolized by the foregoing or connected therewith, and (F) all of each Grantor’s rights corresponding thereto throughout the world.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender

Group and each of the Bank Product Providers, to secure prompt repayment of any and all of the 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 including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, 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.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all of the Obligations, 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 the Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers 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 and the Bank Product Providers, pursuant to the Loan 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 Loan 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 Loan Agreement, the Loan 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 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 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 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, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 13 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. AMENDMENT AND RESTATEMENT

This Agreement amends, restates, replaces and supersedes in its entirety, without a break in continuity, (i) that certain Trademark Security Agreement, dated as of October 27, 2006, executed by Forest City Trading Group, LLC, American International Forest Products, LLC (“AIFP”), Birmingham International Forest Products, LLC, Buckeye Pacific, LLC, Plateau Forest Products, LLC, Richmond International Forest Products, LLC (“RIFP”), Seaboard International Forest Products, LLC, Tampa International Forest Products, LLC, Viking Forest Products, LLC, Western International Forest Products, LLC, Forest City Services, LLC, Cascade Empire, LLC, International Forest Products Receivables, LLC, and FC Forest Products, LLC in favor of Agent (formerly known as Wells Fargo Foothill Inc.) and (ii) that certain Trademark Security Agreement, dated as of July 28, 2014, executed by AIFP and RIFP in favor of Agent.

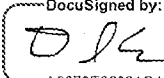
[SIGNATURE PAGE FOLLOWS]

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:**


**AFFILIATED RESOURCES, LLC**

an Oregon limited liability company

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Derrick Coder  
Title: Authorized Officer

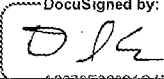
**FOREST CITY TRADING GROUP, LLC**

a Delaware limited liability company

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Derrick Coder  
Title: Authorized Officer

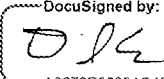
**AMERICAN INTERNATIONAL FOREST PRODUCTS, LLC**

a Delaware limited liability company

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Derrick Coder  
Title: Authorized Officer

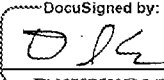
**GOPHER MATS, LLC**

a Delaware limited liability company

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Derrick Coder  
Title: Authorized Officer

**RICHMOND INTERNATIONAL FOREST PRODUCTS, LLC**

a Delaware limited liability company

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Derrick Coder  
Title: Authorized Officer

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO CAPITAL FINANCE, LLC,**  
as Agent

By: Emily Chase  
Name: Emily Chase  
Title: Director



SCHEDULE I  
to  
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
Affiliated Resources, LLC	USA	AQUA PLY	2571935	5/21/2002
Affiliated Resources, LLC	USA	AQUA PLY PLUS	2571936	5/21/2002
Affiliated Resources, LLC	USA	AQUA SEAL	2618601	9/10/2002
Affiliated Resources, LLC	USA	AQUA CEL	2711665	4/29/2003
Affiliated Resources, LLC	USA	AQUA BEAM PLUS	2636073	10/15/2002
Affiliated Resources, LLC	USA	AQUA TECH	2654721	11/26/2002
Affiliated Resources, LLC	USA	TRED-EXTRA	2771653	10/7/2003
Affiliated Resources, LLC	USA	TRED-EXTREME	2771652	10/7/2003
Affiliated Resources, LLC	USA	TRED-EX	2850697	6/8/2004
Affiliated Resources, LLC	USA	TRED-EX WORKS!	2853395	6/15/2004
Affiliated Resources, LLC	USA	NANOTeX	4599798	9/9/2014
Affiliated Resources, LLC	USA	ROBOTeX	90023282	06/26/2020
Affiliated Resources, LLC	USA	DYNA SPAN	2732062	7/1/2003
Affiliated Resources, LLC	USA	DYNA CORE	3015599	11/15/2005
Affiliated Resources, LLC	USA	DYNA LOCK	3196766	1/19/2007
Affiliated Resources, LLC	USA	DYNA BILT	3605071	4/14/2009
Affiliated Resources, LLC	USA	DYNA SLIDE	3848232	9/14/2010
Affiliated Resources, LLC	USA	DYNA SHIELD	3848231	9/14/2010
Affiliated Resources, LLC	USA	MAX TEK	3941309	4/5/2011
Affiliated Resources, LLC	USA	BLUE RIBBON THINK BEYOND GREEN	4236580	11/6/2012
Affiliated Resources, LLC	USA	BLUE DRAGON Firewood BTUKomfort Fuel Pellets	3421178	2/2/2010
Affiliated Resources, LLC	USA	TRANZLINER	4013031	8/16/2011

Affiliated Resources, LLC	USA	PAKTite	4910044	03/01/2016
Forest City Trading Group, LLC	USA	FCTG (and Design)	88/666,254	10/23/19
			88/666,255	10/23/19
American International Forest Products, LLC	USA	American International Forest Products	75/211,110	12/10/96
			2152005	04/21/98
American International Forest Products, LLC	USA	AIFP	88/197,610	11/16/2018
			5781236	06/18/2019
Gopher Mats, LLC	USA	XLT	88/477,640	6/18/2019
Richmond International Forest Products, LLC	USA	Richform	86456658	5/19/2015
Richmond International Forest Products, LLC	USA	ECO-Cert Ply	85726583	5/21/2013