

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM685305

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Roseburg Forest Products Co.		11/02/2021	Corporation: OREGON
Roseburg Forest Products South Limited Partnership		11/02/2021	Limited Partnership: OREGON

RECEIVING PARTY DATA

Name:	American AgCredit, PCA
Street Address:	5560 South Broadway
City:	Eureka
State/Country:	CALIFORNIA
Postal Code:	95503
Entity Type:	Federally Chartered Production Credit Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	5302357	RIGIDCORE
Registration Number:	4866461	SKYPLY
Registration Number:	4612915	RIGIDCOAT
Registration Number:	3309692	ARREIS
Registration Number:	3336212	SKYBLEND
Registration Number:	3143031	REDIPLY
Registration Number:	2586408	RIGIDRIM
Registration Number:	2583548	RIGIDLAM
Registration Number:	2576842	RIGIDFLOOR
Registration Number:	2574467	RFPI
Registration Number:	2432845	PERMACORE
Registration Number:	1503949	MEDEX
Registration Number:	1191192	MEDITE
Registration Number:	2626374	DURAMINE

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2128192511
Email: iprecordations@whitecase.com
Correspondent Name: Kate Andes/ White & Case LLP
Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1448012-0021-CM65
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NAME OF SUBMITTER:	Kate Andes
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SIGNATURE:	/Kate Andes/
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DATE SIGNED:	11/02/2021
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 2, 2021, is made by Roseburg Forest Products Co., an Oregon corporation ("RFP"), and Roseburg Forest Products South Limited Partnership, an Oregon limited partnership ("RFPS", and together with RFP, each a "Grantor", and individually and collectively, jointly and severally, the "Grantors"), in favor of American AgCredit, PCA, in its capacity as agent for the Lenders (defined below) (together with its successors and assigns, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among RFP, RFPS, Roseburg South Engineered Wood LLC, an Oregon limited liability company ("RSEW"), and Roseburg South Limber LLC, an Oregon limited liability company ("RSL", and together with RFP, RFPS, and RSEW, each a "Borrower" and collectively, the "Borrowers"), the financial institutions party thereto from time to time as "Lenders" (collectively, "Lenders"), and Agent, the Lenders are willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof;

WHEREAS, Lenders are willing to make the financial accommodations to Borrowers as provided for in the Loan Agreement, but only upon the condition, among others, that the Guarantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Guaranty and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty");

WHEREAS, pursuant to the Loan Agreement, each of the Borrowers is required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement; and

WHEREAS, pursuant to the Guaranty, each of the Grantors is required to execute and deliver to Agent, for the benefit of the Secured Parties, 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants, assigns and pledges to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including those referred to on Schedule I hereto (each a “Trademark”);

(b) all licenses of any trademarks (including service marks), trade names, trade dress, and trade styles, whether as licensee or licensor, including those referred to on Schedule I hereto;

(c) all renewals or extensions of the foregoing Trademarks;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark;

(e) all income, royalties, payments and proceeds of the foregoing now and hereafter due or payable, including payments under all licenses entered into in connection with the Trademarks; and

(f) the right to sue and recover damages and payments for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any license agreement.

3. LOAN AGREEMENT AND GUARANTY. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Loan Agreement and the Guaranty, as applicable. 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 and the Guaranty, as applicable, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GRANTORS REMAIN LIABLE. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with any Trademark Collateral subject to a security interest hereunder.

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. Each Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of such 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 may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF AND THEREOF, AND WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK.

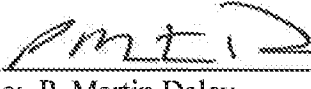
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

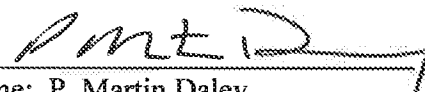
**ROSEBURG FOREST PRODUCTS SOUTH
LIMITED PARTNERSHIP,**
an Oregon limited partnership

By: RFP Composites LLC,
an Oregon limited liability company,
its General Partner

By: RLC Industries Co.,
an Oregon corporation,
its Manager

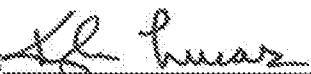
By: 
Name: P. Martin Daley
Title: Senior Vice President-Finance

ROSEBURG FOREST PRODUCTS CO.,
an Oregon corporation

By: 
Name: P. Martin Daley
Title: Senior Vice President-Finance

ACCEPTED AND ACKNOWLEDGED
as of the date first above written:

AMERICAN AGCREDIT, PCA,
as Agent

By: 
Name: Kyle Lucas
Title: Vice President

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. REGISTERED TRADEMARKS

(1) Trademarks Owned by Roseburg Forest Products Co.

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
RIGIDCORE	86939428	14-MAR-2016	5302357	03-OCT-2017
SKYPLY	86613925	29-APR-2015	4866461	08-DEC-2015
RIGIDCOAT	86178479	29-JAN-2014	4612915	30-SEP-2014
ARREIS	78871017	27-APR-2006	3309692	09-OCT-2007
SKYBLEND	78628581	12-MAY-2005	3336212	13-NOV-2007
REDIPLY	78407876	26-APR-2004	3143031	12-SEP-2006
RIGIDRIM	76120382	30-AUG-2000	2586408	25-JUN-2002
RIGIDLAM	76120383	30-AUG-2000	2583548	18-JUN-2002
RIGIDFLOOR	76120384	30-AUG-2000	2576842	04-JUN-2002
RFPI	76120388	30-AUG-2000	2574467	28-MAY-2002
PERMACORE	75690916	26-APR-1999	2432845	06-MAR-2001
MEDEX	73710172	08-FEB-1988	1503949	13-SEP-1988
MEDITE	73212455	20-APR-1979	1191192	02-MAR-1982

(2) Trademarks Owned by Roseburg Forest Products South Limited Partnership

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
DURAMINE	76210650	13-FEB-2001	2626374	24-SEP-2002

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.

[Signature page to Trademark Security Agreement]