

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM685550

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Norwood Industries Inc.		11/03/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Collateral Agent		
Street Address:	311 South Wacker Drive, Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Serial Number:	97026061	LM30	
Serial Number:	97026072	MN27	
Serial Number:	97026085		
Serial Number:	90650350	OMEGA	
Serial Number:	90010537	LM29	
Serial Number:	90004272	HD36	
Serial Number:	88443944	FOREST. FUN. FREEDOM.	
Registration Number:	6011009	OS	
Registration Number:	5951978	SAWMILL TV	
Registration Number:	5637559	LUMBERMATE	
Registration Number:	5906109	ROVER	
Registration Number:	6026379	TREKKER	
Registration Number:	5824059	FRONTIER	
Registration Number:	5865040		
Registration Number:	6513696	N	
Registration Number:	4912088	LUMBERMAN	
Registration Number:	5070891	SABRETOOTH	
Registration Number:	4756413	LUMBERPRO	
Registration Number:	4891113		

CH \$590.00 97026061

Property Type	Number	Word Mark
Registration Number:	4891114	
Registration Number:	3329404	PORTAMILL
Registration Number:	3065203	LUMBERLITE
Registration Number:	2907570	NORWOOD

CORRESPONDENCE DATA

Fax Number:

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: 3127018637
Email: IPDocket@mayerbrown.com
Correspondent Name: William R. Siegel, Mayer Brown LLP
Address Line 1: P.O. BOX 2828
Address Line 4: CHICAGO, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	21693399
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	11/03/2021

Total Attachments: 8

- source=Norwood - Trademark Security Agreement - Executed#page1.tif
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of November 3, 2021 by Norwood Industries Inc., a corporation incorporated under the laws of the Province of Ontario ("**Grantor**"), in favor of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, in its capacity as collateral agent pursuant to the Canadian Security Agreement (in such capacity, the "**Collateral Agent**").

W I T N E S S E T H:

WHEREAS, Grantor is party to a Canadian Pledge and Security Agreement dated as of November 3, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Canadian Security Agreement**") in favor of the Collateral Agent pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

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

SECTION 1. Defined Terms. Capitalized terms used and not defined herein have the meanings given to them in the Canadian Security Agreement (including by cross reference to the Credit Agreement defined therein).

SECTION 2. Grant of Security Interest in Trademark Collateral: As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, Grantor hereby pledges to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and a continuing Lien on, all such Grantor's right, title or interest in or to all registered Trademarks and pending applications for Trademarks listed on Schedule A attached hereto together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the "**Trademark Collateral**"); *provided that* "**Trademark Collateral**" shall not include and the Security Interest shall not attach to any U.S. "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "**Statement of Use**" pursuant to Section 1(d) of the Lanham Act or an "**Amendment to Allege Use**" pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Canadian Security Agreement.

SECTION 3. The Canadian Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Canadian Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Canadian Security Agreement. In the event that any provision of this Trademark Security

Agreement is deemed to conflict with the Canadian Security Agreement, the provisions of the Canadian Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Canadian Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of Grantor, execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

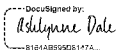
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signature pages follow.]

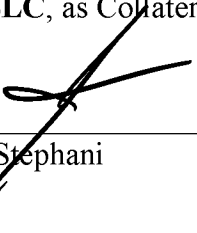
NORWOOD INDUSTRIES INC., as Grantor

By:  _____
Name: Ashlynn Dale
Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007483 FRAME: 0167

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Collateral Agent**

By: 
Name: Jordan Stephani
Title: Director

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Reg/App. No.	Title	Status
Canada	App 2099425 App 14-APR-2021	NORWOOD CHEVRON Design	Active Application
Canada	App 2099275 App 13-APR-2021	MN27	Active Application
Canada	App 2099273 App 13-APR-2021	LM30	Active Application
Canada	App 2083325 App 09-FEB-2021	INTELLISET	Active Application
Canada	App 2075293 App 05-JAN-2021	DURADECK	Active Application
Canada	App 2075290 App 05-JAN-2021	HD38	Active Application
Canada	App 2072540 App 21-DEC-2020	OMEGA	Active Application
Canada	App 2033954 App 12-JUN-2020	HD36	Active Application
Canada	App 2033957 App 12-JUN-2020	LM29	Active Application
Canada	App 2031589 App 01-JUN-2020	SAWMILL TV & Design	Active Application
Canada	App 2031592 App 01-JUN-2020	NORWOOD SAWMILL TV	Active Application
Canada	App 2010676 App 07-FEB-2020	SAWYER-ASSIST	Active Application
Canada	App 2003134 App 24-DEC-2019	LumberMax	Active Application
Canada	App 1997225 App 21-NOV-2019	LUMBERLITE	Active Application
Canada	App 1953858 App 27-MAR-2019	FRONTIER & Design	Active Application
Canada	App 1939572 App 08-JAN-2019	FOREST. FUN. FREEDOM.	Active Application
Canada	App 1939073 App 04-JAN-2019	OS23	Active Application

Canada	App 1939076 App 04-JAN-2019	OS27	Active Application
Canada	App 1939077 App 04-JAN-2019	OS31	Active Application
Canada	Reg TMA1066443 Reg 16-DEC-2019	SABRETOOTH & Design	Active Registration
Canada	Reg TMA1036647 Reg 05-JUL-2019	ROVER	Active Registration
Canada	Reg TMA1024893 Reg 12-JUN-2019	TREKKER	Active Registration
Canada	Reg TMA1036668 Reg 05-JUL-2019	NOMAD	Active Registration
Canada	Reg TMA1044024 Reg 23-JUL-2019	SABRE CHAIN & Design	Active Registration
Canada	Reg TMA1066416 Reg 16-DEC-2019	SABRE BAR & Design	Active Registration
Canada	Reg TMA1062160 Reg 06-NOV-2019	SABREBAR	Active Registration
Canada	Reg TMA1062159 Reg 06-NOV-2019	SABRECHAIN	Active Registration
Canada	Reg TMA1019669 Reg 18-APR-2019	LUMBERJACK MASCOT Design	Active Registration
Canada	Reg TMA1101793 Reg 09-JUN-2021	LUMBERJACK MASCOT HEAD Design	Active Registration
Canada	Reg TMA914100 Reg 15-SEP-2015	LUMBERMAN	Active Registration
Canada	Reg TMA928775 Reg 11-FEB-2016	SABRETOOTH	Active Registration
Canada	Reg TMA864690 Reg 08-NOV-2013	LUMBERPRO	Active Registration
Canada	Reg TMA904882 Reg 29-MAY-2015	PORTABLE SAWMILL Design (ORANGE)	Active Registration
Canada	Reg TMA909333 Reg 23-JUL-2015	LOG SKIDDER, GRAPPLER Design (ORANGE)	Active Registration

Canada	Reg TMA681785 Reg 16-FEB-2007	PORTAMILL	Active Registration
Canada	Reg TMA641871 Reg 13-JUN-2005	LumberLite	Active Registration
Canada	Reg TMA659510 Reg 21-FEB-2006	NORWOOD	Active Registration
Canada	Reg TMA607832 Reg 16-APR-2004	MultiMate	Active Registration
Canada	Reg TMA494303 Reg 08-MAY-1998	LUMBERMATE	Active Registration
United States	App 97026061 App 14-SEP-2021	LM30	Active Application
United States	App 97026072 App 14-SEP-2021	MN27	Active Application
United States	App 97026085 App 14-SEP-2021	<i>Design Only</i>	Active Application
United States	App 90650350 App 16-APR-2021	OMEGA	Active Application
United States	App 90010537 App 19-JUN-2020	LM29	Active Application
United States	App 90004272 App 16-JUN-2020	HD36	Active Application
United States	App 88443944 App 23-MAY-2019	FOREST. FUN. FREEDOM.	Active Application
United States	Reg 6011009 Reg 17-MAR-2020	OS	Active Registration
United States	Reg 5951978 Reg 31-DEC-2019	SAWMILL TV	Active Registration
United States	Reg 5637559 Reg 25-DEC-2018	LUMBERMATE	Active Registration
United States	Reg 5906109 Reg 12-NOV-2019	ROVER	Active Registration
United States	Reg 6026379 Reg 07-APR-2020	TREKKER	Active Registration
United States	Reg 5824059 Reg 06-AUG-2019	FRONTIER	Active Registration
United States	Reg 5865040 Reg 24-SEP-2019	<i>Design Only</i>	Active Registration
United States	Reg 6513696 Reg 12-OCT-2021	N	Active Registration

United States	Reg 4912088 Reg 08-MAR-2016	LUMBERMAN	Active Registration
United States	Reg 5070891 Reg 01-NOV-2016	SABRETOOTH	Active Registration
United States	Reg 4756413 Reg 16-JUN-2015	LUMBERPRO	Active Registration
United States	Reg 4891113 Reg 26-JAN-2016	<i>Design Only</i>	Active Registration
United States	Reg 4891114 Reg 26-JAN-2016	<i>Design Only</i>	Active Registration
United States	Reg 3329404 Reg 06-NOV-2007	PORTAMILL	Active Registration
United States	Reg 3065203 Reg 07-MAR-2006	LUMBERLITE	Active Registration
United States	Reg 2907570 Reg 07-DEC-2004	NORWOOD	Active Registration