

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765904

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900712011		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Louisiana-Pacific Corporation		08/01/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Pacific Woodtech Corporation		
Street Address:	1850 Park Lane		
City:	Burlington		
State/Country:	WASHINGTON		
Postal Code:	98233		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1968402	SOLIDSTART	
Registration Number:	4534755	SOLIDGUARD	
Registration Number:	1686200	WOOD-E	
Registration Number:	5292664	SOLIDSTART	
CORRESPONDENCE DATA			
Fax Number:	5032202480		
<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:	503-294-9851		
Email:	patrick.hartigan@stoel.com		
Correspondent Name:	Matthew R. Wilmot / Stoel Rives LLP		
Address Line 1:	760 SW Ninth Avenue, Suite 3000		
Address Line 4:	Portland, OREGON 97205		
ATTORNEY DOCKET NUMBER:	30424-46		
NAME OF SUBMITTER:	Patrick P. Hartigan, SR Paralegal		
SIGNATURE:	/Patrick P. Hartigan/		
DATE SIGNED:	11/04/2022		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “*Assignment*”), effective as of August 1, 2022 (the “*Effective Date*”), is made and entered into among Louisiana-Pacific Corporation, a Delaware corporation (“*Parent*”) (the “*Assignor*”), and Pacific Woodtech Corporation, a Washington corporation (“*Assignee*”). Assignor and Assignee are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of June 21, 2022 (as amended, restated, or otherwise modified from time to time, the “*Asset Purchase Agreement*”), by and among Parent, Louisiana-Pacific Canada Ltd. (“*LP Canada*”), Assignee and Pacific Woodtech Canada Holdings Limited (“*Canadian Purchaser*”), the parties thereto have agreed to effect the sale, conveyance, transfer, assignment and delivery of certain assets from Parent and its Subsidiaries to Assignee and its Affiliates (including LP Canada to Canadian Purchaser), upon the terms and subject to the conditions set forth in the Asset Purchase Agreement;

WHEREAS, pursuant to the Asset Purchase Agreement, this Assignment is being executed and delivered pursuant to Section 2.7(a) and Section 2.8(c) of the Asset Purchase Agreement; and

WHEREAS, Assignor is willing to sell, convey, transfer, assign and deliver all of its rights, title and interests worldwide in and to the Trademarks that are included in the Transferred Assets, including such Trademarks that are listed on Schedule A attached hereto (such Trademarks, collectively, the “*Transferred Trademarks*”) to Assignee on the terms and subject to the conditions set forth in the Asset Purchase Agreement.

AGREEMENTS

NOW, THEREFORE, subject to the terms of the Asset Purchase Agreement, and in consideration for the representations, warranties, covenants and agreements contained herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee agree as follows:

1. **Definitions.** Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.
2. **Assignment.** Effective as of the Effective Date, Assignor, on behalf of itself and its applicable Subsidiaries, hereby irrevocably sells, conveys, transfers, assigns and delivers to Assignee, and Assignee hereby accepts the sale, conveyance, transfer, assignment, and delivery of, all of Assignor’s (or its applicable Subsidiaries’) rights, title and interests worldwide in and to the Transferred Trademarks, together with (i) the right to sue at law or in equity relief for all claims or causes of action arising out of or related to any past, present or future infringement, misappropriation or violation thereof, (ii) the right to collect and receive all damages, royalties and other proceeds and payments in connection therewith, (iii) the right to claim priority to any of the Transferred Trademarks, (iv) all goodwill symbolized thereby or associated therewith,

(v) all domestic and foreign registrations and applications for registration of any of the foregoing, and (vi) all renewals and extensions of any such application, registration, and filing.

3. **Authorization.** Assignor authorizes and requests the Director of the United States Patent and Trademark Office, the Director General of the Trademarks and Industrial Designs Branch of the Canadian Intellectual Property Office, or other equivalent Governmental Authority in any applicable jurisdictions, whose duty it is to issue trademarks based on applications as aforesaid, to issue the same to Assignee and to record Assignee as owner of the Transferred Trademarks to the extent Assignor or any of its Subsidiaries was owner thereof, so that Assignee receives the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, permitted assigns or other legal Representatives.

4. **Representations and Warranties of the Assignee.** Assignee hereby represents and warrants to the Assignor that:

(a) Assignee is a non-resident of Canada for the purposes of Part IX of the *Excise Tax Act* (Canada); and

(b) Assignee is not registered under Subdivision D of Division V of Part IX of the *Excise Tax Act* (Canada).


5. **Incorporation.** The following Sections of the Asset Purchase Agreement are incorporated into this Trademark Assignment Agreement by reference herein *mutatis mutandis*: Sections 13.1 (Expenses); 13.3 (Notice); 13.5 (Severability); 13.6 (Entire Agreement); 13.8 (Assignment); 13.9 (Amendment); 13.10 (Waiver); 13.11 (No Third-Party Beneficiaries); 13.13 (Governing Law); 13.14 (Waiver of Jury Trial); 13.15 (Counterparty); 13.16 (Mutual Drafting); 13.17 (Interpretation and Rules of Construction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this **TRADEMARK ASSIGNMENT AGREEMENT** on and as of the date first indicated above.

ASSIGNOR:

LOUISIANA-PACIFIC CORPORATION

By: Nicole C. Daniel 
Name: Nicole C. Daniel
Title: Senior Vice President, General
Counsel and Corporate Secretary

STATE OF Virginia)
)
COUNTY OF Chesterfield) ss.:

On this 28 th day of July 2022, before me, the undersigned, a notary public in and for said state and county, personally appeared Nicole C. Daniel, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of Louisiana-Pacific Corporation, as the Senior Vice President of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.

Taylor Goodbody 
Notary Public

(Affix Seal Below)



Online Notary Public. This notarial act involved the use of online audio/video communication technology.

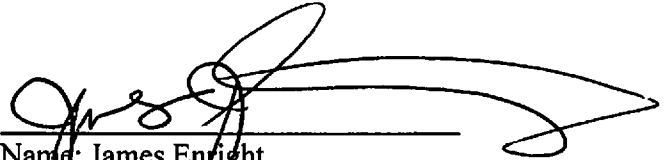
[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the undersigned has executed this TRADEMARK ASSIGNMENT AGREEMENT on and as of the date first indicated above.

ASSIGNEE:

PACIFIC WOODTECH CORPORATION

By:

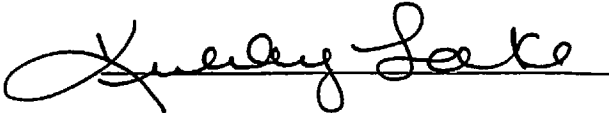


Name: James Enright
Title: CEO & President

STATE OF Washington)
)
COUNTY OF Skagit)

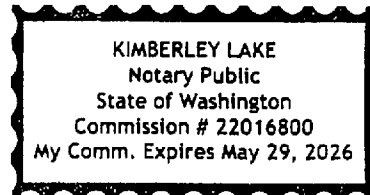
ss.:

On this 28 th day of July 2022, before me, the undersigned, a notary public in and for said state and county, personally appeared James Enright personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of Pacific Woodtech Corporation as the CEO & President of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.



Notary Public

(Affix Seal Below)



Schedule A

Trademark	Jurisdiction	Owner	App. No.	Reg. No.	Reg. Date
SOLIDSTART	US	Louisiana-Pacific Corp.	87163307	5292664	19-SEP-2017
WOOD-E	US	Louisiana-Pacific Corp.	74175578	1686200	12-MAY-1992
SOLIDGUARD	US	Louisiana-Pacific Corp.	85949078	4534755	20-MAY-2014
SOLIDSTART	US	Louisiana-Pacific Corp.	74669021	1968402	16-APR-1996
SOLIDSTART	Canada	Louisiana-Pacific Corp.	1799466	TMA1038406	09-JUL-2019
SOLIDGUARD	Canada	Louisiana-Pacific Corp.	1804429	TMA987732	03-JAN-2018
SOLIDSTART	Canada	Louisiana-Pacific Corp.	1539910	TMA848933	18-APR-2013
WOOD-E	Canada	Louisiana-Pacific Corp.	695015	TMA407272	22-JAN-1993
SOLIDGUARD	Australia	Louisiana-Pacific Corp.	1342815	1342815	29-JAN-2010
SOLIDSTART	Australia	Louisiana-Pacific Corp.	1322235	1011647	23-JUL-2009
SOLIDSTART	China	Louisiana-Pacific Corp.	1011647	1011647	23-JUL-2009
SOLIDSTART	European Union	Louisiana-Pacific Corp.	1011647	1011647	23-JUL-2009
SOLIDSTART	Madrid Protocol	Louisiana-Pacific Corp.	1011647	1011647	23-JUL-2009
SOLIDSTART	Japan	Louisiana-Pacific Corp.	1011647	1011647	23-JUL-2009
SOLIDSTART	Korea	Louisiana-Pacific Corp.	1011647	1011647	23-JUL-2009