

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM773985

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Masonite Corporation		12/13/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	500 Stanton Christiana Road		
Internal Address:	Ops 2, 3rd Floor		
City:	Newark		
State/Country:	DELAWARE		
Postal Code:	19713		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3383951	FYREWERKS	
Registration Number:	3786394	HOLLISTER	
Registration Number:	3926052	LEGACY	
Registration Number:	0851728	M	
Registration Number:	0248040	MASONITE	
Registration Number:	4341251	MASONITE	
Registration Number:	4341252	MASONITE DOORS	
Registration Number:	0996940	STA-TRU	
Registration Number:	5088634	USA WOOD DOOR	
Registration Number:	3144890	BWI FINE MILLWORK	
Registration Number:	3221535	BRIDGEWATER WHOLESALERS, INC.	
Registration Number:	3179980	BWI	
Registration Number:	3373933	INDEPENDENT FOR THE INDEPENDENTS	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	2127352811		

CH \$340.00 3383951

Email: mribando@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: One Manhattan West
Address Line 2: Monique L. Ribando
Address Line 4: New York, NEW YORK 10001-8602

NAME OF SUBMITTER: Kendall Ickes

SIGNATURE: /kendall ickes/

DATE SIGNED: 12/13/2022

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of December 13, 2022 (this “Agreement”), among Masonite Corporation, a Delaware Corporation, Masonite Distribution LLC, a Delaware limited liability company (each a “Grantor”, and collectively, the “Grantors”) and JPMorgan Chase Bank, N.A. (“JPM”) in its capacity as Collateral Agent for the Secured Parties (together with its successors or assigns, in such capacity, the “Collateral Agent”).

WHEREAS, reference is made to (a) the Credit Agreement, dated as of December 13, 2022 (as amended, restated, amended and restated, modified or supplemented from time to time and including any agreement extending the maturity of, refinancing or otherwise amending, amending and restating or otherwise modifying or restructuring all or any portion of the obligations of Masonite International Corporation, a British Columbia corporation (“Holdings”) or its Subsidiaries under such agreement or any successor agreement, the “Credit Agreement”; the terms defined therein which are not otherwise defined herein being used herein as therein defined), among Holdings, Masonite Corporation, a Delaware corporation (the “Borrower”), each lender from time to time party thereto, and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent (together with its successor or successors in each such capacity, the “Administrative Agent” and the “Collateral Agent”, and (b) the Pledge and Security Agreement dated as of December 13, 2022 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Holdings, the Borrower, the other Loan Parties party thereto from time to time and the Collateral Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, each Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. To secure the due and punctual payment of all Finance Obligations, howsoever created, arising or evidence, whether direct or indirect, absolute or contingent, now or hereafter existing or due or to become due, in accordance with the terms thereof and to secure the performance of all of its obligations and the obligations of all other Loan Parties under the Security Agreement and under the other Finance Documents, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in, and each Grantor hereby pledges and collaterally assigns to the Collateral Agent for the benefit of the Secured Parties, all of such Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired, created or arising, including those listed on Schedule I (the “Collateral”).

SECTION 3. Security Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PRIORITY OF THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE ABL/FIXED ASSET INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE ABL/FIXED ASSET INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE ABL/FIXED ASSET INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MASONITE CORPORATION
MASONITE DISTRIBUTION LLC, as Grantors

By: *Kent J. Markham*
Name: Kent J. Markham
Title: Assistant Treasurer and Director
of Risk Management

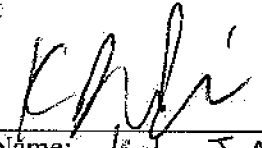
JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007919 FRAME: 0507

JPMORGAN CHASE BANK, N.A., as Collateral Agent



By: 
Name: Kevin J Neros
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

SCHEDULE I

Trademark Registrations and Applications

REGISTERED TRADEMARKS

Loan Party	Trademark	Reg. No.	Reg. Date
Masonite Corporation	FYREWERKS	3383951	2/19/2008
Masonite Corporation	HOLLISTER	3786394	5/4/2010
Masonite Corporation	LEGACY	3926052	3/1/2011
Masonite Corporation		851728	7/2/1968
Masonite Corporation	MASONITE	248040	10/16/1928
Masonite Corporation	MASONITE	4341251	5/28/2013
Masonite Corporation	MASONITE DOORS	4341252	5/28/2013
Masonite Corporation	STA-TRU	0996940	10/29/1974
Masonite Corporation	USA WOOD DOOR	5088634	11/22/2016
Masonite Distribution LLC		3144890	9/19/2006
Masonite Distribution LLC	BRIDGEWATER WHOLESALEERS, INC.	3221535	3/27/2007
Masonite Distribution LLC	BWI	3179980	12/5/2006
Masonite Distribution LLC	INDEPENDENT FOR THE INDEPENDENTS	3373933	1/22/2008

TRADEMARK APPLICATIONS

None.