

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809639

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Taiga Building Products Ltd.		12/20/2022	Company: BRITISH COLUMBIA
Exterior Wood, Inc.		12/20/2022	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent		
Street Address:	250 Yonge Street		
Internal Address:	11th Floor		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5B 2L7		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6610478	TAIGA EXTERIOR WOOD	
Registration Number:	5085291	TAIGA	
Registration Number:	3143523	X-BOR	
Registration Number:	1264994	X	
CORRESPONDENCE DATA			
Fax Number:	6137839690		
<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:	6137839644		
Email:	anna.clark@dentons.com		
Correspondent Name:	Anna Clark		
Address Line 1:	99 Bank Street		
Address Line 2:	Suite 1420		
Address Line 4:	Ottawa, CANADA K1P 1H4		
NAME OF SUBMITTER:	Anna Clark		
SIGNATURE:	/Anna Clark/		
DATE SIGNED:	05/11/2023		

OP \$115.00 6610478

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this **Agreement**), dated as of December 20, 2022, is made by **TAIGA BUILDING PRODUCTS LTD.** (the **Canadian Grantor**) and **EXTERIOR WOOD, INC.** (the **US Grantor**, and together with the Canadian Grantor, collectively, the **Grantors**) in favour of **BANK OF MONTREAL, AS ADMINISTRATIVE AGENT**, (the **Secured Party**).

WITNESSETH:

WHEREAS the Grantors are the registered owners of (i) the Canadian trademarks and trademark applications listed in Schedule "A" hereto (collectively, the **Canadian Trademarks**), and (ii) the United States trademarks, trademarks applications, and copyright registrations listed in Schedule "B" hereto (collectively, the **US IP** and together with the Canadian Trademarks, the **Intellectual Property**);

WHEREAS (i) the Secured Party and the Canadian Grantor have entered into that certain Canadian Pledge and Security Agreement dated December 20, 2022 (the **Canadian Security Agreement**), and (ii) the Secured Party and the US Grantor have entered into that certain US Pledge and Security Agreement dated December 20, 2022 (together with the Canadian Security Agreement, collectively, the **Security Documents** and each a **Security Document**), pursuant to which the Grantors have granted collateral security for the payment and performance of certain obligations as more fully described in the applicable Security Document, including a security interest in and to, among other things, the Intellectual Property;

WHEREAS the Grantors and the Secured Party have perfected the Security Documents in the Intellectual Property in accordance with applicable personal property security law; and

WHEREAS the Grantors and the Secured Party have agreed to enter into this Agreement for the purposes of recording the Security Documents and the security created thereunder in the Intellectual Property with the Canadian Intellectual Property Office (the **CIPO**) and the United States Patent and Trademark Office (the **USPTO**).

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantors and the Secured Party hereby agree as follows:

1. The Grantors and the Secured Party hereby confirm that they have entered into the applicable Security Document and that, pursuant to such Security Document, each Grantor has granted to and in favour of the Secured Party a security interest in and to, among other things, the Intellectual Property owned by it.
2. The Grantors and the Secured Party hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Intellectual Property are more fully set forth in the applicable Security Document and that in the event of a conflict between the provisions of this Agreement and the provisions of such Security Document, the terms of the Security Document shall control.
3. The Grantors and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the CIPO record this Agreement with respect to the Canadian Trademarks.
4. The Grantors and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the USPTO record this Agreement with respect to the US IP.

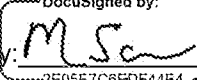
5. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
6. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to the conflict of law principles.
7. The parties hereto have expressly required that this Agreement and all deeds, documents and notices relating thereto be drafted in the English language. *Les parties aux présentes ont expressément exigé que le présent acte et tout autre contrat, document et avis qui y sont afférents soient rédigés en langue anglaise.*

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

TAIGA BUILDING PRODUCTS LTD.,
as Grantor

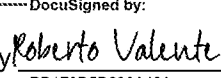
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By:  _____

Name: Mark Schneiderei-Hsu
Title: Authorized Signatory

EXTERIOR WOOD, INC.,
as Grantor

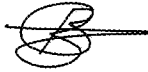
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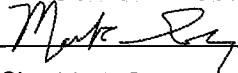
By:  _____

Name: Roberto Valente
Title: Authorized Signatory, Vice President
and Treasurer

[Signatures continue on next page]

**BANK OF MONTREAL, AS ADMINISTRATIVE
AGENT**

By: 
Name: Raffi Djourian
Title: Senior Director, Loan Syndication

By: 
Name: Mark Gray
Title: Senior Director, Asset Based Lending

SCHEDULE "A"**CANADIAN TRADEMARKS**

Current Owner/ Applicant	Trademark	File Date	Registration Date	Registration No.	Application No.
Taiga Building Products Ltd.	TAIGA SELECT	2005-06-20	2008-07-09	TMA718195	1261778
Taiga Building Products Ltd.	WHATEVER IT TAKES	2018-11-07	2022-08-19	TMA1139045	1929260
Taiga Building Products Ltd.	TOUT CE QU'IL VOUS FAUT	2018-11-07	N/A	N/A	1929261

SCHEDULE "B"**UNITED STATES TRADEMARKS**

Owner name	Word Mark	Serial No.	Filing Date	Registration No.	Registration Date
Taiga Building Products Ltd.	TAIGA EXTERIOR WOOD	88307708	19 Feb 2019	6610478	11 Jan 2022
Taiga Building Products Ltd.	TAIGA	86861007	29 Dec 2015	5085291	22 Nov 2016
Exterior Wood, Inc.	X-BOR	78583998	9 Mar 2005	3143523	12 Sep 2006
Exterior Wood, Inc.	X (+ design)	73215685	20 Jul 1979	1264994	24 Jan 1984

UNITED STATES COPYRIGHTS

Owner name	Title	Copyright No.	Registration Date
Exterior Wood, Inc.	Building a basic desk.	TX0003749347	1 Mar 1994