

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI29936

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Roseburg Forest Products Co.		02/14/2024	Corporation: OREGON
RECEIVING PARTY DATA			
Company Name:	American AgCredit, PCA		
Street Address:	5560 South Broadway		
City:	Eureka		
State/Country:	CALIFORNIA		
Postal Code:	95503		
Entity Type:	Other: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	98208413	BRECKENRIDGE	
Registration Number:	7022609	ARMORITE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, Suite 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1448012-0022-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	Justine Lu		
DATE SIGNED:	02/15/2024		
Total Attachments: 5			
source=RFP - Fourth Amendment - Trademark Security Agreement [Executed]#page1.tif			
source=RFP - Fourth Amendment - Trademark Security Agreement [Executed]#page2.tif			
source=RFP - Fourth Amendment - Trademark Security Agreement [Executed]#page3.tif			
source=RFP - Fourth Amendment - Trademark Security Agreement [Executed]#page4.tif			

CH \$65.00.00 98208413

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 14, 2024, is made by Roseburg Forest Products Co., an Oregon corporation (the “Grantor”), in favor of American AgCredit, PCA, in its capacity as agent for the Lenders (as defined in the Loan Agreement) (together with its successors and assigns, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as November 2, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) among the Grantor, Roseburg Forest Products South Limited Partnership, an Oregon limited partnership (“RFPS”), Roseburg South Engineered Wood LLC, an Oregon limited liability company (“RSEW”), Roseburg West MDF, LLC, an Oregon limited liability company (“RMDF”), and Roseburg South Lumber LLC, an Oregon limited liability company (“RSL”, and together with the Grantor, RFPS, RSEW, and RMDF, each a “Borrower” and collectively, the “Borrowers”), the Lenders party thereto from time to time and Agent, the Lenders are willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof;

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

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, the 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. The Grantor hereby grants, assigns and pledges to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of 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. The 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GRANTORS REMAIN LIABLE. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, 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 the Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of 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.

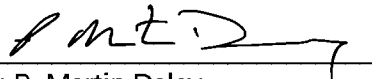
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages 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, the 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 CO., an
Oregon corporation

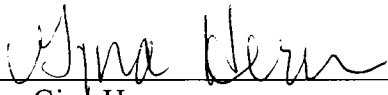
By: 
Name: P. Martin Daley
Title: Senior Vice President-Finance and
Chief Financial Officer

[RFP - Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 008345 FRAME: 0985

ACCEPTED AND ACKNOWLEDGED as of the date first above written:

AMERICAN AGCREDIT, PCA, as Agent

By: 
Name: Gina Hern
Title: Relationship Manager

[RFP - Signature page to Trademark Security Agreement]

2/6/2024 10:22
[Document2]

TRADEMARK
REEL: 008345 FRAME: 0986

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

(1) Trademarks Owned by Roseburg Forest Products Co.

Trademark	App./Reg.No.	App./Reg. Date
BRECKENRIDGE	98/208,413	3-OCT-2023
ARMORITE	7,022,609	11-APR-2023

2. TRADEMARK APPLICATIONS: None.

3. TRADEMARK LICENSES: None.