

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI43547

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Upper Canada Forest Products Ltd.		02/20/2024	Limited Corporation: CANADA
RECEIVING PARTY DATA			
Company Name:	HSBC Bank Canada		
Street Address:	16 York Street		
Internal Address:	Suite 500, Box 64		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 0E6		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97490900	ELEMENT PERFORMPLY	
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:	Ms. Anna Clark		
Address Line 1:	99 Bank Street		
Address Line 2:	Suite 1420		
Address Line 4:	Ottawa, CANADA K1P 1H4		
ATTORNEY DOCKET NUMBER:	207871-1022		
NAME OF SUBMITTER:	Anna Clark		
SIGNATURE:	Anna Clark		
DATE SIGNED:	02/22/2024		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

DATE: February 20, 2024

WHEREAS Upper Canada Forest Products Ltd. (the "**Debtor**") is the owner of the intellectual property set forth in Schedule A hereto, the registrations and applications for the intellectual property identified therein and any underlying goodwill associated with such intellectual property (collectively, the "**Intellectual Property**");

AND WHEREAS the Debtor has entered into a credit agreement dated as of the date hereof between, *inter alios*, the Debtor and Sierra Forest Products, Inc., as borrowers, HSBC Bank Canada, as administrative agent (in such capacity, the "**Agent**"), and the lenders party thereto.

AND WHEREAS the Debtor has delivered a general security agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") to the Agent (the "**Secured Party**").

AND WHEREAS pursuant to the Security Agreement, the Debtor pledges, assigns, mortgages, charges, hypothecates and grants to the Secured Party a security interest in favour of the Secured Party in, *inter alia*, all present and after-acquired intangible personal property of the Debtor including all of its present and future goodwill of the businesses with which the Intellectual Property is associated, intellectual property and claims and choses in action of every nature and kind, including without limitation the Intellectual Property (the "**Security Interest**");

AND WHEREAS the Debtor and the Secured Party desire to record this agreement with the Canadian Intellectual Property Office, the U.S. Copyright Office, the U.S. Patent and Trademark Office or any similar office or agency in the United States, as applicable, to provide third parties with notice of the grant of the Security Interest;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the terms and obligations set forth in the Security Agreement, the Debtor hereby confirms the granting of the Security Interest to the Secured Party.

The Debtor agrees that this agreement may be recorded with the Canadian Intellectual Property Office, the U.S. Copyright Office, the U.S. Patent and Trademark Office or any similar office or agency in the United States, as applicable, and such other authorities as the Secured Party desires to provide notice to third parties of the Security Interest granted under the Security Agreement.

Notwithstanding the foregoing, nothing herein shall be deemed to supersede, nor shall anything herein be used for the purpose of interpreting, the Security Agreement, and this agreement is not intended to alter in any way the rights or obligations of the Debtor or the Secured Party set forth in the Security Agreement. For the avoidance of doubt, if the terms of this agreement conflict with the Security Agreement, the terms of the Security Agreement shall govern.

This agreement may be executed by facsimile, electronic transmission or pdf, and any signature contained hereon by facsimile, electronic transmission or pdf shall be deemed to be equivalent to an original signature for all purposes.

This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[Remainder of page intentionally blank; signature page follows.]

DATED as of the date first written.

UPPER CANADA FOREST PRODUCTS LTD.

By:  _____
Name: Warren Spitz
Title: Chief Executive Officer

By: _____
Name:
Title:

HSBC BANK CANADA, as Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

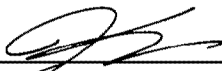
DATED as of the date first written.

UPPER CANADA FOREST PRODUCTS LTD.

By: _____
Name:
Title:

By: _____
Name:
Title:

HSBC BANK CANADA, as Agent

By:  _____
Name: Dimitri Kovachis
Title: Director, Large Corporate Banking

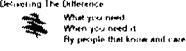
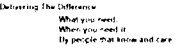
By:  _____
Name: Jesse MacMasters
Title: Head of Large Corporate Banking
Ontario & Atlantic Canada









SCHEDULE "A"

CANADIAN COPYRIGHT

No.	Owner	Type	Title	Registration No.
1.	UPPER CANADA FOREST PRODUCTS LTD. also trading as UPPER CANADA	Copyright	Upper Canada Brushstroke Tree	1156971

CANADIAN TRADEMARKS

No.	Owner	Trademark	Application No.	Registration No.
1.	UPPER CANADA FOREST PRODUCTS LTD. also trading as UPPER CANADA	A&M WOOD SPECIALTY & Design 	1827482	TMA1014170
2.	Upper Canada Forest Products Ltd.	DELIVERING THE DIFFERENCE	1347164	TMA718324
3.	UPPER CANADA FOREST PRODUCTS LTD. also trading as UPPER CANADA	Delivering The Difference. What you need. When you need it...& Design 	1827494	TMA1014167
4.	UPPER CANADA FOREST PRODUCTS LTD. also trading as UPPER CANADA	Delivering The Difference. What you need. When you need it. By people ... 	1827496	TMA1014168
5.	UPPER CANADA FOREST PRODUCTS LTD. also trading as UPPER CANADA	ELEMENT LIGHT PLY	1939314	TMA1202192
6.	UPPER CANADA FOREST	ELEMENT LIGHT PLY Logo	1939328	TMA1202193

No.	Owner	Trademark	Application No.	Registration No.
	PRODUCTS LTD. also trading as UPPER CANADA			
7.	UPPER CANADA FOREST PRODUCTS LTD. also trading as UPPER CANADA	element PERFORMPLY & Tree Design 	1827716	TMA1003784
8.	UPPER CANADA FOREST PRODUCTS LTD. also trading as UPPER CANADA	ELEMENT PLY & TREE DESIGN 	2110881	TMA1192666
9.	UPPER CANADA FOREST PRODUCTS LTD., also trading as UPPER CANADA	eLemenT VENEER & Design 	1983159	TMA1181060
10.	UPPER CANADA FOREST PRODUCTS LTD. also trading as UPPER CANADA	element VENEER & Tree Design 	1827499	TMA1011222
11.	UPPER CANADA FOREST PRODUCTS LTD.	ELEMENT VENEERS – LOGO 	1423813	TMA769780
12.	UPPER CANADA FOREST PRODUCTS LTD. also trading as UPPER CANADA	PIONEER DISTRIBUTORS	2104689	
13.	UPPER CANADA FOREST PRODUCTS LTD. also trading as UPPER CANADA	PIONEER DISTRIBUTORS Logo 	2105095	
14.	UPPER CANADA FOREST PRODUCTS LTD. also trading as UPPER CANADA	SIERRA & Design 	1827477	TMA1015971
15.	Upper Canada Forest Products Ltd.	Tree Design	1703794	TMA932923

No.	Owner	Trademark	Application No.	Registration No.
				
16.	UPPER CANADA FOREST PRODUCTS LTD. also trading as UPPER CANADA	UC Select Quality hardwood plywood panels & Design 	1827506	TMA1014151
17.	UPPER CANADA FOREST PRODUCTS LTD. also trading as UPPER CANADA	UCS & Design 	1827510	TMA1014129
18.	UPPER CANADA FOREST PRODUCTS LTD. also trading as UPPER CANADA	UCS FOREST GROUP	1827488	TMA1014166
19.	UPPER CANADA FOREST PRODUCTS LTD. also trading as UPPER CANADA	UCS FOREST GROUP & Design 	1827485	TMA1014164
20.	UPPER CANADA FOREST PRODUCTS LTD.	UCS FOREST GROUP & Design 	1148285	TMA645493
21.	UPPER CANADA FOREST PRODUCTS LTD. also trading as UPPER CANADA	UCS FOREST GROUP OF COMPANIES	1827490	TMA1014165
22.	UPPER CANADA FOREST PRODUCTS LTD. also trading as UPPER CANADA	UCS GLOBAL & Design 	1827479	TMA1014169
23.	UPPER CANADA FOREST PRODUCTS LTD. also trading as UPPER CANADA	UPPER CANADA & Design 	1827473	TMA1014153
24.	UPPER CANADA FOREST PRODUCTS LTD.	UPPER CANADA & DESIGN 	826986	TMA621059

U.S. TRADEMARKS

No.	Owner	Trademark	Application No.	Registration No.
1.	UPPER CANADA FOREST PRODUCTS LTD.		97490900	

U.S. Copyright

No.	Owner	Type	Title	Registration No.
1	Upper Canada Forest Products Ltd.	Visual Material	Sierra Brushstroke Tree	VA0002154727