# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Taiga Building Products Ltd.		07/22/2010	CORPORATION: CANADA

#### **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, National Association, Toronto Branch	
Street Address:	500-666 Burrard Street	
City:	Vancouver, BC	
State/Country:	CANADA	
Postal Code:	V6C 2XB	
Entity Type:	National Association: UNITED STATES	

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3742536	TAIGA SELECT

#### **CORRESPONDENCE DATA**

Fax Number: (206)757-7700

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (206) 757-8475

Email: kristinecalhoun@hotmail.com

Correspondent Name: Kristine Calhoun

Address Line 1: Davis Wright Tremaine LLP

Address Line 2: 1201 Third Avenue, Suite 2200

Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER: 89131-11

### DOMESTIC REPRESENTATIVE

Name:

Address Line 1: Address Line 2:

900168658

TRADEMARK REEL: 004254 FRAME: 0785 37429

CH \$40.00

Address Line 3: Address Line 4:		
NAME OF SUBMITTER:	Kristine Calhoun, Davis Wright Tremaine	
Signature:	/Kristine Calhoun/	
Date:	08/04/2010	
Total Attachments: 5 source=Trademark and Security Agreement - 7-22-10#page1.tif source=Trademark and Security Agreement - 7-22-10#page2.tif source=Trademark and Security Agreement - 7-22-10#page3.tif source=Trademark and Security Agreement - 7-22-10#page4.tif source=Trademark and Security Agreement - 7-22-10#page5.tif		

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of July 23, 2010, by Taiga Building Products Ltd. (the "Grantor"), in favor of JPMorgan Chase Bank, National Association, Toronto Branch, as Canadian administrateive agent (in such capacity, together with its successors and assigns, the "Agent"), for the Lenders (defined below).

#### RECITALS

- A. Grantor and Taiga Building Products, Inc., as borrowers, the Administrative Agent and JPMorgan Chase Bank, National Association, as US administrative agent, for the Lenders, and the financial institutions and other parties thereto from time to time, as lenders, (the "Lenders"), are party to a credit agreement dated as of the date hereof (as amended, supplemented, restated or replaced from time to time, the "Credit Agreement").
- B. The Grantor is a party to a General Security Agreement dated as of the date hereof (the "General Security Agreement") among the Grantor and the other grantors from time to time party thereto to and in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;
- NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent, as follows:
- Section 1. Defined Terms. Unless otherwise defined herein, capitalized terms have the meaning given to them in the General Security Agreement.

# Section 2. Grant of Security Interest in Trademark Collateral.

- (a) The Grantor hereby grants to the Agent (for its own benefit and for the benefit of the other Secured Parties), a security interest in all the following property of Grantor, in each case, wherever located and whether now owned or at any time hereafter acquired by Grantor or in which Grantor has or at any time in the future may acquire any right, title and interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration, or otherwise) of the Secured Liabilities:
  - (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designs and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed on Schedule 1 hereto;

DWT 14930115v2 0089131-000011

- (ii) the right to, and to obtain, all renewals thereof;
- (iii) the goodwill of the business connected with the use of and symbolized by the foregoing;
- (iv) all proceeds of the foregoing, including, but not limited to, licenses, royalties, income, payments, claims and damages;
  - (v) general intangibles of a like nature; and
- (vi) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including royalties, income, payments, claims, damages and proceeds of suit.
- (b) Notwithstanding anything herein to the contrary, (i) Grantor shall remain liable for all obligations under and in respect of the Trademark Collateral and nothing contained herein is intended or shall be a delegation of duties to the Agent or any other Secured Party, (ii) Grantor shall remain liable under and each of the agreements included in the Trademark Collateral, and neither the Agent nor any other Secured Party shall have any obligation or liability under any of such agreements by reason of or arising out of this Trademark Security Agreement or any other document related hereto nor shall the Agent nor any other Secured Party have any obligation to make any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to collect or enforce any rights under any agreement included in the Trademark Collateral, and (iii) the exercise by the Agent of any of its rights hereunder shall not release Grantor from any of its duties or obligations under the contracts and agreements included in the Trademark Collateral.
- Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Parties pursuant to the General Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the General Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the General Security Agreement, the provisions of the General Security Agreement shall control.
- Section 4. Applicable Law. This Trademark Security Agreement shall be construed in accordance with and governed by, the laws of the State of California.
- Section 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by facsimile) and all of said counterparts together shall be deemed to constitute one and the same instrument.

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.

	TAIGA BUILDING PRODUCTS LTD.	
	By:	
	Name:	
	Title:	
Accepted and Agreed:  JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, TORONTO BRANCH, as Agent		
Ву:		
Name:		
Title:		

# TAIGA BUILDING PRODUCTS LTD.

	Ву:	···
	Name:	
	Title:	
Accepted and Agreed:		
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, TORONTO BRANCH, as Agent		
By: Dho Freeman Name: John Freeman		
Title: SVP		

TRADEMARK SECURITY AGREEMENT

## SCHEDULE 1

## TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	App/Reg. No.	Filing/Reg. Date	Description (Mark)	Next Scheduled Expiration Date
United States of America	3,742,536	January 26, 2010	TAIGA SELECT	Declaration of Use due January 26, 2016.

DWT 14930115v2 0089131-000011

**RECORDED: 08/04/2010**