

TRADEMARK ASSIGNMENT

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
Simpson Lumber Company, LLC		10/28/2011	LIMITED LIABILITY COMPANY: DELAWARE
Simpson Tacoma Kraft Company, LLC		10/28/2011	LIMITED LIABILITY COMPANY: WASHINGTON
Simpson Door Company		10/28/2011	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3028753	SIMPSON
Registration Number:	3028752	SIMPSON
Registration Number:	2008880	TACOMA KRAFT

CORRESPONDENCE DATA

Fax Number: (404)443-5697
 Phone: 404-443-5742
 Email: lallen@mcguirewoods.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Lizzie Garner, Esq.
 Address Line 1: 1230 Peachtree Street, N.E.
 Address Line 2: Suite 2100
 Address Line 4: Atlanta, GEORGIA 30309

OP \$90.00 3028753

TRADEMARK

ATTORNEY DOCKET NUMBER:	2060238-0058 (SIMPSON)
NAME OF SUBMITTER:	Latosha E. Allen
Signature:	/Latosha E. Allen/
Date:	11/01/2011
Total Attachments: 8 source=Simpson Lumber- Trademark Security Agreement #page1.tif source=Simpson Lumber- Trademark Security Agreement #page2.tif source=Simpson Lumber- Trademark Security Agreement #page3.tif source=Simpson Lumber- Trademark Security Agreement #page4.tif source=Simpson Lumber- Trademark Security Agreement #page5.tif source=Simpson Lumber- Trademark Security Agreement #page6.tif source=Simpson Lumber- Trademark Security Agreement #page7.tif source=Simpson Lumber- Trademark Security Agreement #page8.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 28, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 28, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among **SIMPSON LUMBER COMPANY, LLC, SIMPSON TACOMA KRAFT COMPANY, LLC** and **SIMPSON DOOR COMPANY** (together, the "Borrowers"), the Borrower Representative, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. 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.

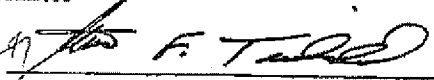
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

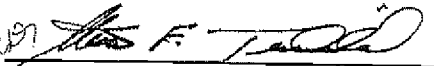
Very truly yours,

SIMPSON LUMBER COMPANY, LLC,
as Grantor

By: 

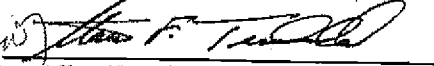
Name: Allan F. Trinkwald
Title: President

**SIMPSON TACOMA KRAFT
COMPANY, LLC,** as Grantor

By: 

Name: Allan F. Trinkwald
Title: President

SIMPSON DOOR COMPANY, as Grantor

By: 

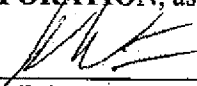
Name: Allan F. Trinkwald
Title: President

SIMPSON LUMBER COMPANY, LLC
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 004652 FRAME: 0862

ACCEPTED AND AGREED
as of the date first above written:

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Agent

By: 
Name: Eric Watson
Title: Duly Authorized Signatory

SIMPSON LUMBER COMPANY, LLC
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 004652 FRAME: 0863

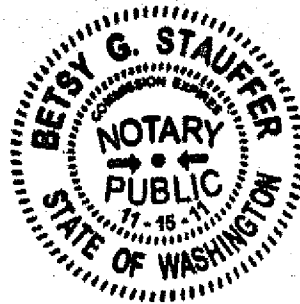
ACKNOWLEDGMENT OF GRANTOR

State of Washington)
County of Pierce)

ss.

On this 27th day of October, 2011 before me personally appeared Alan F. Inakura, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SIMPSON LUMBER COMPANY, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Betsy G. Stauffer
Notary Public



SIMPSON LUMBER COMPANY, LLC
ACKNOWLEDGEMENT OF GRANTOR TO TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 004652 FRAME: 0864

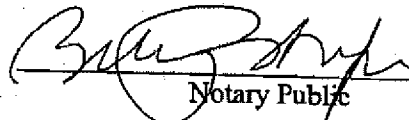
ACKNOWLEDGMENT OF GRANTOR

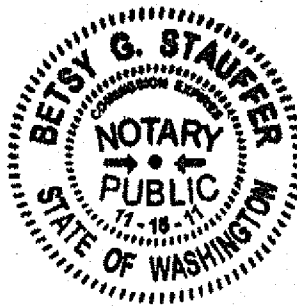
State of Washington)

County of Pierce)

ss.

On this 27th day of October, 2011 before me personally appeared Allan F. Trankwald, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **SIMPSON TACOMA KRAFT COMPANY, LLC**, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Directors *Managers* and that he acknowledged said instrument to be the free act and deed of said limited liability company. *his*


Notary Public



SIMPSON LUMBER COMPANY, LLC
ACKNOWLEDGEMENT OF GRANTOR TO TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

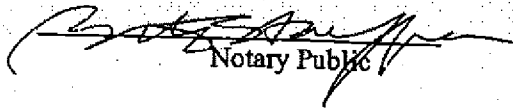
TRADEMARK
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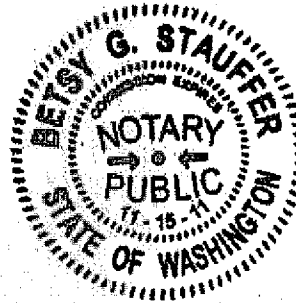
ACKNOWLEDGMENT OF GRANTOR

State of Washington)
County of Pierce)

ss.

On this 27th day of October, 2011 before me personally appeared Allan F. Tankwala, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **SIMPSON DOOR COMPANY**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation. *Managers RWS*


Notary Public



SIMPSON LUMBER COMPANY, LLC
ACKNOWLEDGEMENT OF GRANTOR TO TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 004652 FRAME: 0866

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Country	Status	Application Number	Registration Number	Filing Date	Registration Date
Simpson	USA	Registered	78/521701	3028753	November 23, 2004	December 13, 2005
Simpson	USA	Registered	78/521698	3028752	November 23, 2004	December 13, 2005
Tacoma Kraft	USA	Registered	74/517133	2008880	April 25, 1994	October 15, 1996

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.