

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM508741

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TAIGA BUILDING PRODUCTS LTD.		01/31/2019	Corporation: CANADA
EXTERIOR WOOD, INC.		01/31/2019	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, National Association, Toronto Branch		
<b>Street Address:</b>	1300 East Ninth Street, 13th Floor		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3143523	X-BOR	
<b>Registration Number:</b>	3908750	ELITE DECKING	
<b>Registration Number:</b>	1264994	X	
<b>Registration Number:</b>	3742536	TAIGA SELECT	
<b>Registration Number:</b>	5085291	TAIGA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2067577700		
<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>			
<b>Phone:</b>	2067578014		
<b>Email:</b>	seatm@dwt.com, mmoersfelder@dwt.com, michaelamalone@dwt.com		
<b>Correspondent Name:</b>	Matthew E. Moersfelder		
<b>Address Line 1:</b>	920 Fifth Avenue, Suite 3300		
<b>Address Line 4:</b>	SEATTLE, WASHINGTON 98104-1610		
<b>ATTORNEY DOCKET NUMBER:</b>	110895-3		
<b>NAME OF SUBMITTER:</b>	Matthew E. Moersfelder		
<b>SIGNATURE:</b>	/MEM/		

CH \$140.00 3143523

<b>DATE SIGNED:</b>	02/05/2019
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**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement") is entered into as of January 31, 2019, by each of Taiga Building Products Ltd. ("Taiga Canada") and Exterior Wood, Inc. ("Exterior Wood") (each, a "Grantor"; collectively, the "Grantors"), in favor of JPMorgan Chase Bank, National Association, Toronto Branch, as Canadian Administrative Agent (together with its successors and assigns, the "Agent"), for the Lenders (defined below).

### RECITALS

A. Taiga Canada and Taiga Building Products, Inc., as borrowers, the 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 the second amended and restated credit agreement dated as of June 28, 2018 (as amended, supplemented, restated or replaced from time to time, the "Credit Agreement").

B. Exterior Wood is party to a Joinder to Credit Agreement dated as of the date hereof.

C. Taiga Canada is a party to a General Security Agreement dated as of July 22, 2010 (the "Canadian General Security Agreement"), as confirmed on June 28, 2018, among Taiga Canada and the other grantors from time to time party thereto to and in favor of the Agent pursuant to which Taiga Canada is required to execute and deliver this IP Security Agreement;

D. Exterior Wood is party to a Joinder to US Security Agreement dated as of the date hereof, with respect to the Pledge and Security Agreement, dated as of July 22, 2010 (the "US General Security Agreement"), pursuant to which Exterior Wood is required to execute and deliver this IP Security Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Grantors hereby agrees with the Agent, as follows:

### Section 1 - Defined Terms.

Unless otherwise defined herein, capitalized terms applicable to Taiga Canada have the meanings given to them in the Canadian General Security Agreement, and capitalized terms applicable to Exterior Wood have the meanings given to them in the US General Security Agreement.

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

(a) Each 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 such Grantor, in each case, wherever located and whether now owned or at any time hereafter acquired by such Grantor or in which such 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;

- (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) each of the Grantors 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) each of the Grantors 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 IP 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 any of the Grantors from any of its duties or obligations under the contracts and agreements included in the Trademark Collateral.

### **Section 3 - Grant of Security Interest in Copyright Collateral.**

- (a) Each Grantor hereby grants to the Agent, for its own benefit and for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Copyright Collateral"):
- (i) all United States and foreign copyrights (including community designs), including but not limited to copyrights in software and databases, whether registered or unregistered, including, but not limited to: (i) all registrations and applications referred to on Schedule 2 hereto (collectively, "Copyrights"), (ii) all extensions and renewals thereof, (iii) all rights corresponding thereto throughout the world, and (iv) all rights to sue for past, present and future infringements thereof;
  - (ii) any and all agreements for the granting of any right in or to Copyrights (whether or not such Grantor is licensee or licensor thereunder) including those referred to on Schedule 2 hereto (collectively, "Copyright Licenses") to the extent such agreements are assignable without the consent of any third-party; and
  - (iii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit; and
  - (iv) to the extent not otherwise included above, all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

**Section 4 - Security Agreement.**

The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the security interest granted to the Secured Parties pursuant to the General Security Agreements and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral and the Copyright Collateral made and granted hereby are more fully set forth in the applicable General Security Agreement to which such Grantor is a party, 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 IP Security Agreement is deemed to conflict with a General Security Agreement, the provisions of such General Security Agreement shall control.

**Section 5 - Applicable Law.**

This IP Security Agreement shall be construed in accordance with and governed by, the laws of the State of California.

**Section 6 - Counterparts.**

This IP Security Agreement may be executed by one or more of the parties to this IP 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*, each the Grantor has caused this IP Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

*(signatures on next page)*

TAIGA BUILDING PRODUCTS LTD.

Per: 

Name: Mark Schweiderei-Hsu  
Title: VP, CFO, Secretary

EXTERIOR WOOD, INC.

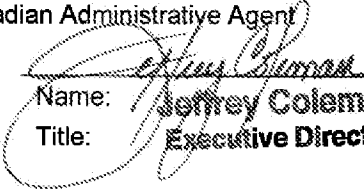
Per: 

Name: Mark Schweiderei-Hsu  
Title: VP, CFO, Secretary

**Accepted and Agreed:**

**JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION, TORONTO BRANCH, as  
Canadian Administrative Agent**

Per:

  
Name: **Jeffrey Coleman**  
Title: **Executive Director**

**SCHEDULE 1****TRADEMARK REGISTRATIONS AND APPLICATIONS****Exterior Wood, Inc.**

<b>Country</b>	<b>Reg. No.</b>	<b>Filing/Reg. Date</b>	<b>Description (Mark)</b>	<b>Next Scheduled Expiration Date</b>
United States of America	3143523	03/09/2005 09/12/2006	X-BOR	Next Renewal due 09/12/2026
United States of America	3908750	06/22/2009 01/18/2011	ELITE DECKING	First Renewal due 01/18/2021
United States of America	1264994	07/20/1979 01/24/1984	X (design)	Next Renewal due 01/24/2024

**Taiga Building Products Ltd.**

<b>Country</b>	<b>Reg. No.</b>	<b>Filing/Reg. Date</b>	<b>Description (Mark)</b>	<b>Next Scheduled Expiration Date</b>
United States of America	3742536	08/31/2005 01/26/2010	TAIGA SELECT	First Renewal due 01/26/2020
United States of America	5085291	12/29/2015 11/22/2016	TAIGA	Declaration of Use due 11/22/2022



**SCHEDULE 2**

**COPYRIGHT REGISTRATIONS AND APPLICATIONS**

**Exterior Wood, Inc.**

<b>Country</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Title</b>	<b>Description</b>
United States of America	TX0003749347	1994-03-01	Building a basic desk	Blue print