

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Commonwealth Plywood Co. Ltd.		06/12/2008	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Bank of Montreal, as Agent
Street Address:	100 King Street, West
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5X 1A1
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3317349	HUSKY PLANCHERS FLOORING
Registration Number:	3420166	SEASONS
Serial Number:	78815145	HUSKY STAIN
Serial Number:	78816416	HUSKY FINISH
Registration Number:	3302009	NORTHPLANK
Serial Number:	78816497	HUSKY COAT SUN GUARD · WEAR GUARD GARANTIE DE 35 ANS
Registration Number:	3296334	HUSKY VENEER
Registration Number:	1177236	HUSKY PLYWOOD

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312) 845-3430
 Email: kalwa@chapman.com
 Correspondent Name: Richard Kalwa

CH \$215.00 3317349

Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

1684109

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Richard Kalwa

Signature:

/richard kalwa/

Date:

10/08/2008

Total Attachments: 3

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TRADEMARK COLLATERAL AGREEMENT

This 12th day of June, 2008, Commonwealth Plywood Co. Ltd., a Canada corporation ("*Debtor*") with its principal place of business and mailing address at 15 Labelle Blvd., P.O. Box 90, St. Therese, Quebec J7E 4H9, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal, a chartered bank of Canada ("*BMO*"), with its mailing address at Agency Services Canada, 100 King Street, West 19th Floor, Toronto, Ontario M5X 1A1 acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successors or assigns to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor and its affiliates as set out in that certain Security Agreement bearing even date herewith between Debtor, such affiliates of Debtor and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").


Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks,

trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

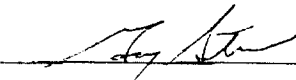
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

COMMONWEALTH PLYWOOD CO. LTD.

By
Name 
Title Vice President Finance

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, AS AGENT

By
Name 
Title Gary B. Still
Senior Manager

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

TRADEMARK	REGISTRATION/SERIAL No.
Husky Planchers Flooring (logo)	3317349
Seasons	3420166
Husky Stain	78815145
Husky Finish	78816416
Northplank	3302009
Husky Coat Sun Guard – Wear Guard Garantie De 35 Ans (logo)	78816497
Husky Veneer (logo)	3296334
Husky Plywood (logo)	1177236