

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ainsworth Lumber Co. Ltd.		11/27/2012	CORPORATION: CANADA
Ainsworth Engineered Canada Limited Partnership		11/27/2012	LIMITED PARTNERSHIP: BRITISH COLUMBIA

**RECEIVING PARTY DATA**

<b>Name:</b>	The Bank of New York Mellon, as Collateral Agent
<b>Street Address:</b>	101 Barclay Street, Floor 4E
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10286
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	3158181	A
Registration Number:	2742892	AINSWORTH ENGINEERED
Registration Number:	2823061	AINSWORTH
Registration Number:	2784611	ENGINEERED PERFORMANCE FOR THE WORLD OF WOOD
Registration Number:	3324402	ON THE LEVEL
Registration Number:	3545962	ON THE LEVEL
Registration Number:	3559953	AINSWORTH ENGINEERED THERMASTRAND
Registration Number:	3661621	AINSWORTH THERMASTRAND
Registration Number:	3930247	POINTSIX
Registration Number:	3123975	STEADITRED
Registration Number:	3737582	PLATFORM
Serial Number:	76381635	DURASTRAND

OP \$415.00 3158181

Serial Number:	85485426	BUILT-IN PROTECTION
Serial Number:	85485428	
Registration Number:	3128624	
Registration Number:	3182448	

**CORRESPONDENCE DATA**

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: daniel.cote@thomsonreuters.com

Correspondent Name: James P. Murphy, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

**NAME OF SUBMITTER:**

James P. Murphy, Legal Assistant

**Signature:**

/daniel cote thomsonreuters/

**Date:**

11/27/2012

**Total Attachments: 8**

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## Trademark Security Agreement

**Trademark Security Agreement**, dated as of November 27, 2012 by **AINSWORTH LUMBER CO. LTD.** and **AINSWORTH ENGINEERED CANADA LIMITED PARTNERSHIP** (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of **THE BANK OF NEW YORK MELLON**, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the “Collateral Agent”).

### WITNESSETH:

WHEREAS, the Pledgors are party to an Indenture of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), by and among Ainsworth Lumber Co. Ltd., a corporation existing under the federal laws of Canada (the “Company”), certain subsidiaries of the Company as guarantors, and The Bank of New York Mellon, as trustee and as Collateral Agent and BNY Trust Company of Canada, as Canadian collateral agent;

WHEREAS, the Pledgors are also party to a U.S. Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Assets).

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 Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights, remedies, immunities, protections and indemnities of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully

set forth in the 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 Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.


SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor 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,

AINSWORTH LUMBER CO. LTD.

By:   
Name: RICK ENG  
Title: CHIEF FINANCIAL OFFICER

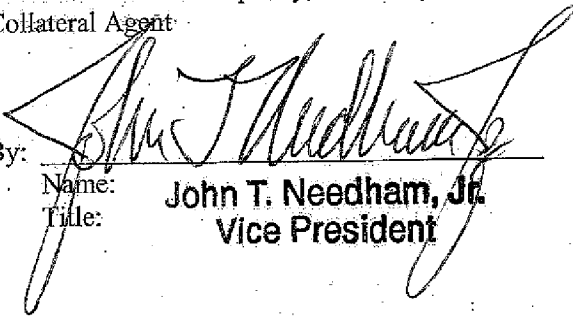
AINSWORTH ENGINEERED CANADA  
LIMITED PARTERSHIP

by its General Partner, Ainsworth GP Ltd.

By:   
Name: RICK ENG  
Title: CHIEF FINANCIAL OFFICER

Accepted:


**THE BANK OF NEW YORK MELLON,**  
not in its individual capacity, but solely as  
Collateral Agent


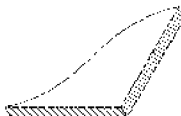
By: 

Name: **John T. Needham, Jr.**  
Title: **Vice President**


**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

	<b>Record Owner</b>	<b>Serial No. Filing Date</b>	<b>Reg. No. Reg. Date</b>	<b>Trademark</b>
1.	Ainsworth Lumber Co. Ltd	78/755192 11/16/2005	3,158,181 10/17/2006	//A Design  
2.	Ainsworth Lumber Co. Ltd	76/094147 07/20/2000	2,742,892 07/29/2003	Ainsworth Engineered
3.	Ainsworth Lumber Co. Ltd	78/149872 08/01/2002	2,823,061 03/16/2004	Ainsworth
4.	Ainsworth Lumber Co. Ltd	76/094087 07/20/2000	2,784,611 11/18/2003	Engineered Performance for the World of Wood
5.	Ainsworth Lumber Co. Ltd	78/917125 06/26/2006	3,324,402 10/30/2007	On The Level
6.	Ainsworth Lumber Co. Ltd	77/306651 10/17/2007	3,545,962 12/16/2008	On The Level
7.	Ainsworth Lumber Co. Ltd	77/371266 01/14/2008	3,559,953 01/13/2007	AinsworthEngineered Thermastrand
8.	Ainsworth Lumber Co. Ltd	77/372964 01/16/2008	3,661,621 07/28/2009	Ainsworth Thermastrand
9.	Ainsworth Lumber Co. Ltd	76/381635 03/12/2002	2,944,322 04/26/2005	Durastand
10.	Ainsworth Engineered Canada Limited Partner- ship	77/959757 03/16/2010	3,930,247 03/08/2011	PointSix
11.	Ainsworth Lumber Co. Ltd	76/525983 06/25/2003	3,123,975 08/01/2006	StediTred
12.	Ainsworth Lumber Co. Ltd	77/403926 02/22/2008	3,737,582 01/12/2010	Plattform

	Record Owner	Serial No. Filing Date	Reg. No. Reg. Date	Trademark
13.	Ainsworth Lumber Co. Ltd	78/243833 04/30/2003	3,128,624 08/15/2003	Design Colour "Purple" 
14.	Ainsworth Lumber Co. Ltd	78/149863 08/01/2002	3,182,448 12/12/2006	Design Colour "Turquoise" 

**Trademark Applications:**

	Record Owner	Serial No. Filing Date	Trademark
1.	Ainsworth Lumber Co. Ltd	85/485, 426 12/01/2001	Built-In Protection/No Bug & Design 
2.	Ainsworth Lumber Co. Ltd	85/485, 428 12/01/2001	No Bug Design 