

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333563

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ITL, LLC		02/20/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon, as collateral agent		
Street Address:	101 Barclay Street, Floor 7W		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76040269	ITL	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant		
SIGNATURE:	/Marina Kelly, Thomson Reuters/		
DATE SIGNED:	02/27/2015		
Total Attachments: 6			
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OP \$40.00 76040269

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 20, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Intellectual Property Security Agreement”), is made by ITL, LLC (the “Grantor”), in favor of The Bank of New York Mellon, as collateral agent (in such capacity and together with its successors and assigns, the “Notes Collateral Agent”), for the Secured Parties (as defined in the Collateral Agreement referred to below).

WHEREAS, reference is made to (i) that certain Indenture, dated as of July 18, 2014 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “2014 Initial Indenture”), among Hardwoods Acquisition, Inc. (the “Initial Issuer”), the Notes Collateral Agent and The Bank of New York Mellon, as trustee (in such capacity, the “2014 Trustee”), as supplemented by the First Supplemental Indenture dated as of July 18, 2014 among Northwest Hardwoods, Inc., a Delaware corporation (the “Company”), Hardwoods Intermediate Holdings II, Inc., a Delaware corporation (“Holdings”), the other Grantors party thereto, as Guarantors, and the 2014 Trustee, pursuant to which the Company assumed all of the obligations of the Initial Issuer under the 2014 Initial Indenture and the Notes (as defined below) and the Guarantors party thereto guaranteed the Notes and the other Notes Obligations (each as defined therein) (the “2014 Supplemental Indenture” and together with the 2014 Initial Indenture, as further amended, restated, supplemented or otherwise modified from time to time, the “2014 Indenture”); and (ii) that certain Indenture, dated as of February 20, 2015 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “2015 Initial Indenture”), among NWH Escrow Corporation (“Escrow Corp.”), the Notes Collateral Agent and The Bank of New York Mellon, as trustee (in such capacity, the “2015 Trustee”), as supplemented by the First Supplemental Indenture dated as of February 20, 2015 among the Company, the other Grantors party thereto, as Guarantors, and the 2015 Trustee, pursuant to which the Company assumed all of the obligations of Escrow Corp. under the 2015 Initial Indenture and the Notes (as defined below) and the Guarantors party thereto guaranteed the Notes and the other Notes Obligations (each as defined therein) (the “2015 Supplemental Indenture” and together with the 2015 Initial Indenture, as further amended, restated, supplemented or otherwise modified from time to time, the “2015 Indenture”);

WHEREAS, the Grantor shall have executed and delivered an assumption agreement to that certain Collateral Agreement, dated as of July 18, 2014, to and in favor of the Notes Collateral Agent (as amended, supplemented, restated or otherwise modified from time to time, the “Collateral Agreement”) for the benefit of the Secured Parties (capitalized terms used and not defined herein have the meanings given such terms in the Collateral Agreement, the 2014 Indenture and the 2015 Indenture, as applicable);

WHEREAS, under the terms of the Collateral Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Notes Collateral Agent for the benefit of the Secured Parties, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Notes Collateral Agent for the benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property 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 Grantor's Obligations:

- (a) all Trademarks (other than any Excluded Property), including, without limitation, each registration and application identified in Schedule 1 attached hereto;
- (b) all Patents (other than any Excluded Property), including, without limitation, each issued Patent and Patent application identified in Schedule 1 attached hereto;
- (c) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission, including ".pdf" or ".tif"), 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.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement, the 2014 Indenture and the 2015 Indenture and is expressly subject to the terms and conditions thereof and does not modify its terms or conditions or create any additional rights or obligations for any party thereto or hereto. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Collateral Agreement, the 2014 Indenture or the 2015 Indenture, the provisions of the Collateral Agreement, the 2014 Indenture or the 2015 Indenture shall govern. The Collateral Agreement (and all rights and remedies of the Notes Collateral Agent) shall remain in full force and effect in accordance with its terms.

SECTION 6. Intercreditor Agreement; Pari Passu Obligations. Notwithstanding anything herein to the contrary, the Lien and security interest granted pursuant to this Agreement and the exercise of any right or remedy hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

IN WITNESS WHEREOF, each of undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

ITL, LLC,
as Grantor

By:



Name: Jeffrey Gornev Steed
Title: President and Chief Financial Officer

[Signature page to ITL IP Security Agreement]

Accepted and Agreed:

THE BANK OF NEW YORK MELLON,
as Notes Collateral Agent


By: 
Name: **FRANCINE KINCAID**
Title: **VICE PRESIDENT**

[Signature page to ITL IP Security Agreement]

TRADEMARK
REEL: 005468 FRAME: 0281

UNITED STATES TRADEMARKS:

Registrations:

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Class(es)
 (Word Mark: ITL)	76/040269	May 3, 2000	2,465,544	July 3, 2001	19 (Hardwood Lumber and Logs)

Applications: None.

INTERNATIONAL TRADEMARKS:

None.

UNITED STATES PATENTS:

None.