

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341512

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF NEW YORK MELLON		05/13/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	AINSWORTH LUMBER CO. LTD.
Street Address:	c/o Norbord Inc., 1 Toronto Street
Internal Address:	Suite 600
City:	Toronto
State/Country:	CANADA
Postal Code:	M5C 2W4
Entity Type:	CORPORATION: BRITISH COLUMBIA
Name:	Ainsworth Engineered Canada Limited Partnership
Street Address:	c/o Norbord Inc., 1 Toronto Street
Internal Address:	Suite 600
City:	Toronto
State/Country:	CANADA
Postal Code:	M5C 2W4
Entity Type:	LIMITED PARTNERSHIP: BRITISH COLUMBIA

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	78755192	A
Serial Number:	76094147	AINSWORTH ENGINEERED
Serial Number:	78149872	AINSWORTH
Serial Number:	76094087	ENGINEERED PERFORMANCE FOR THE WORLD OF
Serial Number:	78917125	ON THE LEVEL
Serial Number:	77306651	ON THE LEVEL
Serial Number:	77371266	AINSWORTH ENGINEERED THERMASTRAND
Serial Number:	77372964	AINSWORTH THERMASTRAND
Serial Number:	76381635	DURASTRAND
Serial Number:	77959757	POINTSIX
Serial Number:	76525983	STEADITRED

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77403926	PLATTFORM
Serial Number:	78243833	
Serial Number:	78149863	
Serial Number:	85485426	BUILT-IN PROTECTION
Serial Number:	85485428	

CORRESPONDENCE DATA

Fax Number: 2128594000

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.

Phone: 2128598000

Email: jason.greenberg@friedfrank.com

Correspondent Name: Jason Greenberg

Address Line 1: One New York Plaza

Address Line 2: Fried Frank LLP

Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	013417-00014 (GREENBERG)
NAME OF SUBMITTER:	Jason L. Greenberg
SIGNATURE:	/jlg/
DATE SIGNED:	05/15/2015

Total Attachments: 6

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RELEASE OF SECURITY INTEREST

This RELEASE OF SECURITY INTEREST (this "Release") is entered into as of May 13, 2015, by THE BANK OF NEW YORK MELLON, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "Collateral Agent") in favor of AINSWORTH LUMBER CO. LTD. and AINSWORTH ENGINEERED CANADA LIMITED PARTNERSHIP (individually, a "Pledgor," and collectively, the "Pledgors"). Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Trademark Security Agreement (as defined below).

WHEREAS, the Pledgors are party to an Indenture, dated as of November 27, 2012 (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, dated as of November 27, 2012 (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 executed and delivered that certain Trademark Security Agreement, dated as November 27, 2012 (the "Trademark Security Agreement"), including the Trademark listed on Schedule I;

WHEREAS, pursuant to the Trademark Security Agreement, the Pledgors pledged and granted to Collateral Agent a lien on and security interest in certain of the Pledgors' Pledged Collateral;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 27, 2012, at Reel 4907, Frame 0594;

WHEREAS, on April 30, 2015, all of the Notes issued under the Indenture were redeemed in full by the Company and the Company has confirmed to the Collateral Agent that the conditions provided for in the Indenture for the satisfaction and discharge of such Indenture have been satisfied; and

WHEREAS, the Company and the Pledgors hereby request the Collateral Agent to execute and deliver this Release.

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

Collateral Agent hereby terminates and releases in its entirety its lien on and security interest in Pledgor's right, title, and interest in, to and under all of the following Pledged Collateral of the Pledgors: (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).

Collateral Agent agrees, upon written request of any Pledgor, to execute and deliver to such Pledgor any and all further documents and instruments, and do any and all further acts which such Pledgor (or its agents or designees) reasonably requests (at such Pledgor's sole cost and expense) in order to confirm this Release. Collateral Agent hereby authorizes Pledgor or Pledgor's authorized representative to record this Release with the United States Patent and Trademark Office.

By its signature below, each of the Company and the Pledgors authorizes and directs the Collateral Agent to execute and deliver this Release and to take any and all further action necessary or appropriate to give effect to the transactions contemplated hereby.

Each of the Company and the Pledgors confirms for the benefit of the Collateral Agent that the rights, protections, immunities and indemnities afforded to the Collateral Agent pursuant to the terms of the Indenture and

the Security Agreement are in full force and effect and are applicable in respect of this Release and the transactions contemplated hereby.

The Collateral Agent assumes no responsibility for the correctness of the recitals contained herein, which shall be taken as the statements of the Company.

This Release and the transactions contemplated hereby, and all disputes between the parties under or relating to this Release 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.

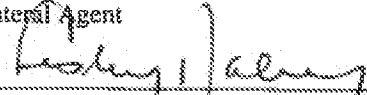
IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Security Interest to be executed by its duly authorized officer as of the date first set forth above.

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

By:

Name:

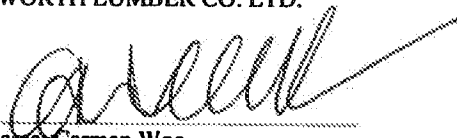
Title:


Lesley Deley
Vice President

IN WITNESS WHEREOF, the undersigned authorizes and directs the Collateral Agent to execute and deliver this Release of Security Interest by its duly authorized officer as of the date first set forth above.

AINSWORTH LUMBER CO. LTD.

By:

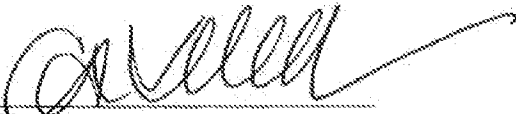

Name: Carmen Woo
Title: Treasurer

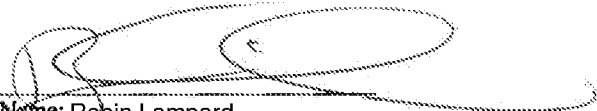
By:


Name: Robin Lampard
Title: Senior Vice President, Finance

IN WITNESS WHEREOF, the undersigned authorizes and directs the Collateral Agent to execute and deliver this Release of Security Interest by its duly authorized officer as of the date first set forth above.

AINSWORTH ENGINEERED CANADA LIMITED
PARTNERSHIP

By: 
Name: Carmen Woo
Title: Treasurer

By: 
Name: Robin Lampard
Title: Senior Vice President, Finance

SCHEDULE I
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

	Record Owner	Serial No. Filing Date	Reg. No. Reg. Date	Trademark
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 Thermostrand
8.	Ainsworth Lumber Co. Ltd	77/372964 01/16/2008	3,661,621 07/28/2009	Ainsworth Thermostrand
9.	Ainsworth Lumber Co. Ltd	76/381635 03/12/2002	2,944,322 04/26/2005	Durastand
10.	Ainsworth Engineered Canada Limited Partnership	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
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