

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623327

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NORTHWEST HARDWOODS, INC.		01/29/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 W. Washington St.		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2503216	GRADED FOR YIELD	
Registration Number:	2465544	ITL	
Registration Number:	4212645	NWH NORTHWEST HARDWOODS	
Registration Number:	4212636	NWH NORTHWEST HARDWOODS	
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>			
Phone:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Heather Schneider		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Heather Schneider		
SIGNATURE:	/Heather Schneider/		
DATE SIGNED:	01/29/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 29, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Intellectual Property Security Agreement”), is made by the signatory hereto (the “Grantor”) in favor of Alter Domus (US) LLC (“Alter Domus”), as Collateral Agent (in such capacity and together with its successors and permitted assigns, the “Collateral Agent”), for the Secured Parties (as defined in the Collateral Agreement referred to below).

WHEREAS, reference is made to that certain Term Loan Credit Agreement dated as of January 29, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Northwest Hardwoods, Inc., a Delaware corporation (the “Borrower”), Hardwood Intermediate Holdings II, Inc., a Delaware corporation, the other Guarantors party thereto from time to time, Alter Domus, as administrative agent, the Collateral Agent and each lender from time to time party hereto (collectively, the “Lenders,” and each individually, a “Lender”).

WHEREAS, it is a condition precedent to the obligations of the Lenders to make (or to be deemed to have made) their respective term loans to the Borrower under the Credit Agreement that the Grantor shall have executed and delivered that certain Collateral Agreement, dated as of January 29, 2021, to the 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 and the Credit Agreement, 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 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 Collateral Agent for the benefit of the Secured Parties a security interest in and to all of the 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) all Copyrights (other than any Excluded Property), including, without limitation, each registration identified in Schedule 1 attached hereto

(d) 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 without regard to conflict of laws principles thereof that would require application of laws of another state.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement and the Credit Agreement. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Collateral Agreement or the Credit Agreement, the provisions of the Collateral Agreement or the Credit Agreement shall govern.

SECTION 6. Intercreditor Agreement; Pari Passu Obligations.


(a) 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 ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and this Agreement, the terms of the ABL Intercreditor Agreement shall govern and control.

(b) If the Administrative Agent enters into any Non-ABL Intercreditor Agreement, in the event of any conflict between such Non-ABL Intercreditor Agreement, on one side, and this Agreement, on the other side, the terms of such Non-ABL Intercreditor Agreement shall govern and control.

[Remainder of page intentionally left blank]

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.

NORTHWEST HARDWOODS, INC.,
as Grantor



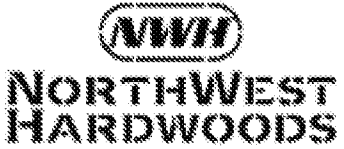
By: 
Name: Laraine McCallon
Title: Treasurer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007174 FRAME: 0852

UNITED STATES TRADEMARKS:

Registrations:




<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Northwest Hardwoods, Inc	2503216	GRADED FOR YIELD
Northwest Hardwoods, Inc	2465544	
Northwest Hardwoods, Inc	4212645	
Northwest Hardwoods, Inc	4212636	

Applications (U.S): None.

INTERNATIONAL TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
Northwest Hardwoods, Inc	3748644	China	GRADED FOR YIELD
Northwest Hardwoods, Inc	1111995	Int'l Reg – Madrid Protocol Only	GRADED FOR YIELD
Northwest Hardwoods, Inc	1111995	Japan	GRADED FOR YIELD
Northwest Hardwoods, Inc	6180707	Japan	
Northwest Hardwoods, Inc	TMA65640 0	Canada	NORTHWEST HARDWOODS

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
Northwest Hardwoods, Inc	3429139	China	NORTHWEST HARDWOODS
Northwest Hardwoods, Inc	2420180	Japan	NORTHWEST HARDWOODS
Northwest Hardwoods, Inc	2420181	Japan	ノースウエストハードウッド
Northwest Hardwoods, Inc	TMA65761 8	Canada	
Northwest Hardwoods, Inc	3429138	China	 NORTHWEST HARDWOODS
Northwest Hardwoods, Inc	1114224	China	 NORTHWEST HARDWOODS
Northwest Hardwoods, Inc	1114224	Int'l Reg – Madrid Protocol Only	 NORTHWEST HARDWOODS
Northwest Hardwoods, Inc	1114224	Japan	 NORTHWEST HARDWOODS
Northwest Hardwoods, Inc	1114224	Vietnam	 NORTHWEST HARDWOODS
Northwest Hardwoods, Inc	35102214	China	 NORTHWEST HARDWOODS
Northwest Hardwoods, Inc	4443626	China	西北硬木

Applications:

APPLICANT	APPLICATION NUMBER	COUNTRY/STATE	TRADEMARK

Northwest Hardwoods, Inc	1925177	Canada	GRADED FOR YIELD
Northwest Hardwoods, Inc	1925293	Canada	
Northwest Hardwoods, Inc	35102215	China	
Northwest Hardwoods, Inc	1925175	Canada	
Northwest Hardwoods, Inc	1925176	Canada	
Northwest Hardwoods, Inc.	1111995	Int'l Reg. – Madrid Protocol Only	GRADED FOR YIELD

UNITED STATES PATENTS:

Registrations: None

Applications (U.S): None.

INTERNATIONAL PATENTS:

Registrations: None

Applications : None.

UNITED STATES COPYRIGHTS:

Registrations: None

Applications (U.S): None.

INTERNATIONAL COPYRIGHTS:

Registrations: None

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Applications: None.