

FORM PTO-1594 (Rev. 6-93)

RECO

05-29-1998

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0705-0181 (exp. 4/94) MCD 5-27-98 Tab settings



27 1 original documents or copy thereof.

To the Honorable Commissioner of Patents

100722035

1. Name of conveying party(ies):

Builders' Supply & Lumber Co., Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Assignment for Security

Execution Date: March 20, 1998

2. Name and address of receiving party(ies)

Name: NationsBank, N.A. as Administrative Agent

Internal Address: 13 Plaza

Street Address: 600 Peachtree Street

City: Atlanta State: GA ZIP: 30308

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other National Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,976,363

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael Stein

Internal Address:

Street Address: Shearman & Sterling

599 Lexington Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael Stein Name of Person Signing

Michael Stein Signature

5/21/98 Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

## FORM OF ASSIGNMENT FOR SECURITY - TRADEMARKS

ASSIGNMENT FOR SECURITY - TRADEMARKS dated as of March 20, 1998 made by BUILDERS' SUPPLY & LUMBER CO., INC., a Delaware corporation, having a principal place of business at 7490 New Technology Way, Frederick, MD 21703, (the "Grantor"), in favor of NATIONSBANK, N.A., having a principal place of business at 600 Peachtree Street, 13 Plaza, Atlanta, Georgia 30308, as the administrative agent and the collateral agent (together with any successor thereto appointed pursuant to Section 16.9 of the Loan Agreement referred to below, the "Grantee") for the Lenders and the other Secured Parties (each as defined in the Loan Agreement).

Builders' Supply and Lumber Co., Inc. and BSL Holdings, Inc. are parties to a Loan, Guaranty and Security Agreement dated as of March 20, 1998 (as amended, supplemented or otherwise modified from time to time, and together with all exhibits, schedules, documents, and instruments ancillary thereto, the "Loan Agreement") with the financial institutions party thereto from time to time, the Grantee, and NationsBanc Montgomery Securities LLC, as arranger and syndication agent. Capitalized terms not otherwise defined herein shall have the same meanings as specified therefor in the Loan Agreement.

Pursuant to the Loan Agreement, the Grantor has granted to the Grantee for the ratable benefit of the Secured Parties a lien on and security interest in, inter alia, all of the Grantor's rights, title, and interest in and to trademarks and trademark applications and registrations therefor whether then owned or thereafter acquired or created, including, without limitation, the trademarks and trademark applications and registrations therefor listed on Schedule A hereto (the "Trademarks").

The parties desire to record the Grantor's grant of the security interest in the Trademarks to the Grantee with the United States Patent & Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Grantee for the ratable benefit of the Secured Parties as follows:

1. The Loan Agreement and its terms and provisions are incorporated herein in their entirety.
2. The Grantor grants to the Grantee a security interest in all of its rights, title, and interest in and to the Trademarks.

**IN WITNESS WHEREOF**, the Grantor has caused this Assignment for Security - Trademarks to be duly executed and delivered by its officer thereunto duly authorized, as of the date first written above.

BUILDERS' SUPPLY & LUMBER CO., INC.

By Donald F. McAleenan  
Name: Donald F. McAleenan  
Title: Senior vice president

**EXHIBIT A**

TRADEMARK  
REEL: 1732 FRAME: 0215

# The United States of America



## CERTIFICATE OF REGISTRATION

This is to certify that the records of the Patent and Trademark Office show that an application was filed in said Office for registration of the Mark shown herein, a copy of said Mark and pertinent data from the Application being annexed hereto and made a part hereof,

And there having been due compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks,

Upon examination, it appeared that the applicant was entitled to have said Mark registered under the Trademark Act of 1946, as amended, and the said Mark has been duly registered this day in the Patent and Trademark Office on the

## PRINCIPAL REGISTER

to the registrant named herein.

This registration shall remain in force for TEN years unless sooner terminated as provided by law.

In Testimony whereof I have hereunto set my hand and caused the seal of the Patent and Trademark Office to be affixed this twenty-eighth day of May 1996.



Commissioner of Patents and Trademarks

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101



Reg. No. 1,976,363

**United States Patent and Trademark Office** Registered May 28, 1996

**SERVICE MARK  
PRINCIPAL REGISTER**

**BSL**

PULTE HOME CORPORATION (MICHIGAN CORPORATION)  
33 BLOOMFIELD HILLS PARKWAY, SUITE 200  
BLOOMFIELD HILLS, MI 48304

PRODUCTS. IN CLASS 42 (U.S. CLS. 100 AND 101).  
FIRST USE 11-17-1987; IN COMMERCE 11-17-1987.

FOR: WHOLESALE STORE SERVICES IN THE FIELD OF LUMBER AND BUILDING

SER. NO. 74-667,794, FILED 4-28-1995.  
MICHAEL LEVY, EXAMINING ATTORNEY