

05-19-2004

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



ET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102748541

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): BLUELINX CORPORATION, a Georgia corporation. Includes checkboxes for Individual(s), General Partnership, Corporation-State (checked), and Other. Includes handwritten 'S-11704'.

2. Name and address of receiving party(ies): Name: CONGRESS FINANCIAL CORPORATION. Internal Address: Street Address: 1133 Avenue of the Americas. City: New York State: NY Zip: 10036. Includes checkboxes for citizenship and partnership types. Corporation-State Delaware (checked). Includes note about domestic representative designation.

3. Nature of conveyance: Includes checkboxes for Assignment, Security Agreement (checked), Merger, Change of Name, and Other. Execution Date: 05/07/2004.

4. Application number(s) or registration number(s): A. Trademark Application No.(s) Please see attached Exhibit A. B. Trademark Registration No.(s) Please see attached Exhibit A. Additional number(s) attached Yes (checked) No.

5. Name and address of party to whom correspondence concerning document should be mailed: Name: FEDERAL RESEARCH CO., LLC. Internal Address: Suite 920. Street Address: 1030 15th Street, NW. City: Washington State: DC Zip: 20005.

6. Total number of applications and registrations involved: 35. 7. Total fee (37 CFR 3.41): \$ 890.00. Includes checkboxes for Enclosed (checked) and Authorized to be charged to deposit account. 8. Deposit account number: [Blank]

DO NOT USE THIS SPACE

9. Signature: Kimberley A. Lathrop. Name of Person Signing: Kimberley A. Lathrop. Signature: [Handwritten Signature]. Date: May 17, 2004. Total number of pages including cover sheet, attachments, and document: 16.

05/19/2004 LNUELLER 00000010 74121448 documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231. 01 FC:8521 02 FC:8522 40.00 OP 850.00 OP

TRADEMARK REEL: 002970 FRAME: 0867

EXHIBIT A

Trademark Security Agreement
Trademarks of Debtor

1. Trademarks:

UNITED STATES AND FOREIGN TRADEMARKS									
Mark Name	Dkt. No.	Country	Status	Goods & Services	App. No.	App. Date	Reg. No.	Reg. Date	Renewal Date
ACCUCHOICE	5870	USA	REGISTERED	PNEUMATICALLY DRIVEN COLLATED FASTENERS NAMELY NAILS, STAPLE	74/121,448	12/7/1990	1,731,998	11/10/1992	11/10/2012
ACCUCHOICE	7009	USA	REGISTERED	AIR COMPRESSORS	74/659,632	4/14/1995	1,994,900	8/20/1996	8/20/2006
ACCUCHOICE	6407	Canada	REGISTERED	METAL PNEUMATICALLY DRIVEN COLLATED FASTENERS; NAMELY NAILS,	709,167	7/17/1992	440,049	3/3/1995	3/3/2010
BUILDER CONNECTION	8397	USA	FILED	AN INTERNET BASED PROGRAM WHICH ALLOWS VENDORS TO PURCHASE B	78/107,973	2/11/2002	1,594,257	5/1/1990	5/1/2010
CASTLE RIDGE	4455	USA	REGISTERED	VINYL SIDING	73/828,230	9/28/1989	1,854,196	9/13/1994	9/13/2004
CEDAR LANE & DESIGN	6565	USA	REGISTERED	VINYL SIDING	74/376,925	4/8/1993	1,693,018	6/9/1992	6/9/2012
CHATHAM RIDGE	5866	USA	REGISTERED	VINYL SIDING	74/114,696	11/13/1990	1,496,547	7/19/1988	7/19/2008
DEALER SERVICES AT YOUR FINGERTIPS	8255	USA	FILED	ON-LINE CATALOG SERVICES FEATURING BUILDING PRODUCTS ORDERS	76/312,643	9/12/2001			
DECK-LOCK	4179	USA	REGISTERED	METAL NAILS AND SCREWS	73/701,163	12/15/1987	2,246,288	5/18/1999	5/18/2009
DETAILS	6669	USA	REGISTERED	INTERIRO AND EXTERIRO HOME ACCESSORIES NAMELY MOUNTING BLOCK	74/572,948	9/13/1994			

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Mark Name	Dckg No.	Country	Status	Goods & Services	App. No	App. Date	Reg. No	Reg. Date	Renewal Date
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GRAND PASSAGE	4464	USA	REGISTERED	DOORS (IN CLASS 19, FIRST USE ON 07/07/88; IN CLASS 6, FIRS	73/781,385	2/17/1989	1,560,482	10/17/1989	10/17/2009
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PARKRIDGE	8664	USA	DOCKETED	VINYL SIDING					
PARKSIDE	6842	USA	REGISTERED	VINYL SIDING	74/565,612	8/25/1994	1,991,923	8/6/1996	8/6/2006
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R-GUARD	2389	USA	REGISTERED	WALLBOARD USED FOR SHEATHING, INSULATION, FILLER BOARD, BAC	73/162,276	3/15/1978	1,101,497	9/5/1978	9/5/2008
ROUGH SAWN CEDAR	8095	USA	UNREGISTE RED	VINYL PRODUCTS - NAMELY, SIDING					
SAVANNAH	8002	USA	REGISTERED	ROOFING SHINGLES	75/827,689	10/20/1999	2,494,956	10/2/2001	10/2/2011

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Mark Name	Dckt. No.	Country	Status	Goods & Services	App. No.	App. Date	Reg. No.	Reg. Date	Renewal Date
SHADOW RIDGE	4144	USA	REGISTERED	VINYL PRODUCTS - NAMELY, SIDING	73/656,177	4/20/1987	1,469,802	12/22/1987	12/22/2007
SOMERSET	6612	USA	UNREGISTERED	VINYL PRODUCTS - NAMELY, SIDING					
SOUTHERN ELEGANCE	8300	USA	REGISTERED	HARDWOOD FLOORING	76/227,561	3/20/2001	2,772,176	10/7/2003	10/7/2013
SOUTHERN ELEGANCE and Design	8506	USA	DOCKETED	HARDWOOD FLOORING					
TOUGH FLASH	8096	USA	FILED	EAVES FLASHING	76/096,898	7/26/2000			
TUF-SHIELD	4235	USA	REGISTERED	CORREGATED VINYL BUILDING SHEETS	73/810,797	7/5/1989	1,593,045	4/24/1990	4/24/2010
VISIONPRO	6951	USA	REGISTERED	VINYL SIDING	74/702,282	7/17/1995	1,984,120	7/2/1996	7/2/2006
WE HELP YOU BUILD YOUR BUSINESS	7004	USA	REGISTERED	WHOLESALE DISTRIBUTORSHIPS FEATURING BUILDING PRODUCTS	75/087,383	4/12/1996	2,045,922	3/18/1997	3/18/2007
WYNDHAM LANE	7544	USA	REGISTERED	VINYL SIDING	75/301,533	6/2/1997	2,283,742	10/5/1999	10/5/2009

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2. Intent to Use Applications:

BLUELINX	76586025	26
BLUELINX CORPORATION	76586027	24
BLUELINX BUILDING PRODUCTS	76586028	23
BLUELINX DISTRIBUTION	76586026	21
BLUELINX SALES AND DISTRIBUTION	76586074	21
BLUELINX LOGISTICS	76586072	21
BLUELINX BUILDING SOLUTIONS	76586029	21
BLUELINX BUILDING MATERIALS	76586073	21

3. Licensed Trademarks:

- Pursuant to the Asset Purchase Agreement, dated March 12, 2004, between BlueLinx Corporation (f/k/a ABP Distribution Inc.) and Georgia-Pacific Corporation (the "Asset Purchase Agreement"), the Debtor has the right to use Georgia Pacific trademarks in connection with Private Label Agreements, set forth as Exhibit F to the Asset Purchase Agreement.

- Pursuant to Section 5.17 of the Asset Purchase Agreement, the Debtor has a license to use Georgia Pacific trademarks for one hundred eighty (180) days following the closing.

4. Domain Name Registrations:

R-GUARD.BIZ
R-GUARD.US

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SECURITY AGREEMENT FOR TRADEMARKS

THIS SECURITY AGREEMENT FOR TRADEMARKS (this "Agreement") dated May 7, 2004, is entered into between BLUELINX CORPORATION, a Georgia corporation with offices at 4100 Wildwood Parkway, Atlanta, Georgia 30339 ("Pledgor"), and CONGRESS FINANCIAL CORPORATION, a Delaware corporation, with an office at 1133 Avenue of the Americas, New York, New York 10036 ("Congress"), in its capacity as Administrative and Collateral Agent (in such capacity, "Pledgee") under the Loan Agreement (as defined below) with reference to the following.

WITNESSETH:

WHEREAS, the financial institutions from time to time party thereto (the "Lenders") Congress, as administrative and collateral agent for the Lenders (in such capacity, "Administrative and Collateral Agent"), Congress and Goldman Sachs Credit Partners, L.P., a Bermuda limited partnership ("GSCP"), as co-lead arrangers for the credit facility (in such capacities, each a "Co-Lead Arranger" and collectively the "Co-Lead Arrangers") and as co-syndication agents for the credit facility (in such capacities, each a "Co-Syndication Agent" and collectively, "Co-Syndication Agents"; Congress and GSCP in their respective capacities as Administrative and Collateral Agent, Co-Lead Arrangers and Co-Syndication Agents, "Agents" and each an "Agent") and Pledgor have entered into that certain Loan and Security Agreement dated the date hereof (the "Loan Agreement" and, together with all agreements entered into in connection therewith, the "Financing Agreements");

WHEREAS, pursuant to the Loan Agreement, Agents, the Lenders and the Bank Product Providers (as defined therein) have made and may in the future, in their discretion, make certain loans and advances and extend credit to Pledgor, subject to the terms and provisions of the Financing Agreements;

WHEREAS, Pledgor owns all right, title, and interest in and to, among other things, all the trademarks, United States trademarks and trademark registrations, the trademark applications and ITUs (as defined below), set forth on Exhibit A hereto (the "Trademarks"); and

WHEREAS, in order to secure the Obligations (as defined in the Loan Agreement), Pledgor has agreed to grant to Pledgee, for its own and the ratable benefit of the Lenders and Bank Product Providers, a security interest in the Trademarks and certain other assets with respect to the Trademarks, as further set forth herein, and Pledgee, Agents and the Lenders have requested that Pledgor enter into this Security Agreement to evidence such security interest.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration received and to be received, as security for the full payment and performance of the Obligations, and to induce Agents, the Lenders and the Bank Product Providers to make loans and provide other financial accommodations to Pledgor, Pledgor hereby grants to Pledgee, for its own and the ratable benefit of the Lenders and the Bank Product Providers, a security interest in:

- (a) the Trademarks;
- (b) all registrations of the Trademarks in any State of the United States and any foreign countries and localities;
- (c) all trademarks and trademark registrations hereafter adopted or acquired and used, including, but not limited to, those which are based upon or derived from the Trademarks or any variations thereof (the "Future Trademarks");
- (d) all extensions, renewals, and continuations of the Trademarks and Future Trademarks and the registrations referred to in clause (b) above;
- (e) all rights to sue for past, present and future infringements of the Trademarks and Future Trademarks;
- (f) all packaging, labeling, trade names, service marks, logos, and trade dress including or containing the Trademarks and Future Trademarks, or a representation thereof, or any variation thereof;
- (g) all licenses and other agreements under which Pledgor is licensor, and all fees, rents, royalties, proceeds or monies thereunder, relating to the Trademarks and Future Trademarks and the use thereof; and
- (h) all goodwill of Pledgor's business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (g) above.

All of the foregoing items set forth in clauses (a) through (h) are hereinafter referred to collectively as the "Collateral."

AND Pledgor hereby covenants with Pledgee as follows:

1. Pledgor's Obligations. Pledgor agrees that, notwithstanding this Agreement, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Except as provided by law, neither Pledgee nor any Lender or Agent shall have any obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Agreement or any payment received by Pledgee or any Agent or Lender relating to the Collateral, nor shall Pledgee, any Agent or any Lender be required to perform any covenant, duty, or obligation of Pledgor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.
2. Representations and Warranties. Pledgor represents and warrants to Pledgee that:
 - (a) the Trademarks are the only U.S. registered trademarks or applications for trademarks in which Pledgor has any or all right, title and interest; and

(b) when this Agreement is filed correctly and with all necessary fees in the United States Patent and Trademark Office (the “Trademark Office”) along with any Uniform Commercial Code financing statements, filed in the appropriate state office and the Pledgee, Agents and the Lenders have taken the other actions contemplated in this Agreement and by the Financing Agreements, this Agreement will create a legal and valid perfected and continuing lien on and security interest in the Collateral in favor of Pledgee, for its own and the ratable benefit of the Lenders and Bank Product Providers, enforceable against Pledgor and all third parties, subject to no other mortgage, lien, charge, encumbrance, or security or other interest.

3. Covenants. Pledgor will maintain the Collateral, defend the Collateral against the claims of all persons, and will maintain and renew all registrations of the Collateral; provided, however, that Pledgor will not be required to maintain or defend any Collateral which, in the exercise of its reasonable business judgment no longer has any material economic value. Pledgor will maintain the same standards of quality (which Pledgee has reviewed) for the goods and services in connection with which the Trademarks are used as Pledgor maintained for such goods and services prior to entering into this Agreement. Without limiting the generality of the foregoing, and so long as any Trademark or Future Trademark, in the exercise of its reasonable business judgment has material economic value, Pledgor shall not permit the expiration, termination or abandonment of such Trademark or Future Trademark without the prior written consent of Pledgee. If, before the Obligations have been satisfied in full and the Financing Agreements have been terminated, Pledgor shall obtain rights to or be licensed to use any new trademark, or become entitled to the benefit of any trademark application or trademark registration, the provisions of Section 1 hereof shall automatically apply thereto and Pledgor shall give Pledgee prompt notice thereof in writing. Pledgor shall notify Pledgee when it files with the Trademark Office a verified Statement of Use under Section 1(d) of the Lanham Act with respect to each of Pledgor’s pending intent-to-use (“ITU”) trademark applications, and until such time, Pledgee agrees that it shall not record this Agreement against any such ITU trademark application at the Trademark Office.

4. Remedies Upon Default. Whenever any Event of Default shall occur and be continuing, Pledgee shall have all the rights and remedies granted to it in such event by the Financing Agreements, which rights and remedies are specifically incorporated herein by reference and made a part hereof, and any and all rights and remedies of law available to Pledgee, any Agent or any Lender. Pledgee in such event may collect directly any payments due to Pledgor in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Financing Agreements. Pledgor agrees that, in the event of any disposition of the Collateral upon and during the continuance of any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Trademarks or Future Trademarks. In the event Pledgor fails or refuses to execute and deliver such documents, Pledgor hereby irrevocably appoints Pledgee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Pledgor’s behalf. Notwithstanding any provision hereof to the contrary, during the continuance of an Event of Default, Pledgor may sell any merchandise or services bearing the Trademarks and Future Trademarks in the ordinary course of its business and in a manner consistent with its past practices, until it receives written notice from Pledgee to the

contrary. The preceding sentence shall not limit any right or remedy granted to Pledgee, any Agent or any Lender with respect to Pledgor's inventory under the Financing Agreements or any other agreement now or hereinafter in effect.

5. Cumulative Remedies. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Financing Agreements or any other agreement or instrument delivered in connection therewith.

6. Amendments and Waivers. This Agreement may not be modified, supplemented, or amended, or any of its provisions waived except in a writing signed by Pledgor and Pledgee. Pledgor hereby authorizes Pledgee to modify this Agreement by amending Exhibit A hereto to include any Future Trademarks.

7. Waiver of Rights. No course of dealing between the parties to this Agreement or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall operate as a waiver of any rights and remedies of such party or any other party, and no single or partial exercise of any rights or remedies by one party hereunder shall operate as a waiver or preclude the exercise of any other rights and remedies of such party or any other party. No waiver by Pledgee of any breach or default by Pledgor shall be deemed a waiver of any other previous breach or default or of any breach or default occurring thereafter.

8. Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto; provided, however, that no interest herein or in or to the Collateral may be assigned by Pledgor without the prior written consent of Pledgee as provided for under the Financing Agreements; and, provided further, that Pledgee, Agents and the Lenders may, subject to the terms of the Financing Agreements, assign the rights and benefits hereof to any party acquiring any interest in the Obligations or any part thereof.

9. Release. At such time as Pledgor shall completely satisfy all of the Obligations in accordance with the Financing Agreements, and the Financing Agreements have been terminated, other than upon enforcement of Pledgee's remedies under the Financing Agreements after an Event of Default, Pledgee will execute and deliver to Pledgor a release or other instrument as may be necessary or proper to release and discharge the security interest granted herein by Pledgor to Pledgee, subject to any dispositions thereof which may have been made by Pledgee pursuant hereto.

10. Severability. If any clause or provision of this Agreement shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such or any other clause or provision in any other jurisdiction.

11. Notices. All notices, requests and demands to or upon Pledgor or Pledgee under this Agreement shall be given in the manner prescribed by the Financing Agreements.

12. Governing Law. This Agreement shall be governed by and construed, applied, and enforced in accordance with the federal laws of the United States of America applicable to trademarks and the laws of the State of New York, except that no doctrine of choice of law shall be used to apply the laws of any other State or jurisdiction. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state and federal courts located in the Borough of Manhattan, County of New York, State of New York, whichever Pledgee may elect (except that Pledgee shall have the right to bring any action or proceeding against Pledgor or its property in the courts of any other jurisdiction which Pledgee deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Pledgor or its property). PLEDGOR AND PLEDGEE EACH WAIVES THE RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND ANY RIGHT EITHER MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, LACK OF PERSONAL JURISDICTION, OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 13.

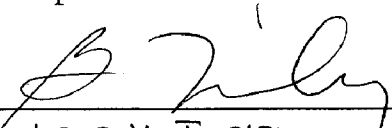
13. Counterparts, etc. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

14. Supplement. This Agreement is a supplement to, and is hereby incorporated into, the Financing Agreements and made a part thereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

PLEDGOR

BLUELINX CORPORATION,
a Georgia corporation

By: 
Name: Barbara V. Tinsley
Title: Secretary & General Counsel

PLEDGEE

CONGRESS FINANCIAL CORPORATION,
a Delaware corporation,
as Administrative and Collateral Agent

By: _____
Name: _____
Title: _____

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BLUELINX CORPORATION,
a Georgia corporation

By: _____
Name: _____
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PLEDGEE

CONGRESS FINANCIAL CORPORATION,
a Delaware corporation,
as Administrative and Collateral Agent

By: Vicky Balmot
Name: Vicky Balmot
Title: Executive Vice President

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