



06-18-2004



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

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

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

1. Name of conveying party(ies):

BUILDERS FIRSTSOURCE, INC. 6.15.04

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

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

3. Nature of conveyance:

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

Execution Date: 02/25/2004

2. Name and address of receiving party(ies)

Name: UBS AG, Stamford Branch as Internal First Lien Collateral Agent Address:

Street Address: 677 Washington Blvd. City: Stamford State: CT Zip: 06901

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

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 registration number(s):

A. Trademark Application No.(s) 75756802; 75777476

B. Trademark Registration No.(s)

1090044; 1456941; 1246651; 1284703; 1284702; 2536989

Additional number(s) attached Yes No

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

Name: Deborah Taylor

Internal Address: c/o Latham & Watkins LLP

Street Address: 633 W. 5th St., # 4000

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41) \$ 215.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Deborah E. Taylor Name of Person Signing

Deborah Taylor Signature

June 11, 2004 Date

06/17/2004 LMUELLER 00000099 75756802

Total number of pages including cover sheet, attachments, and document: 7

01 FC:8521 02 FC:8522

40.00 UP 175.00 DP

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

ADDITIONAL CONVEYING PARTIES

Trademark Schedule II

Trademark Agreement Guarantors

1. Builders FirstSource – Ohio Valley, LLC (formerly known as Western Building Products, Inc.)
2. Builders FirstSource – Southeast Group, LLC (formerly known as Pelican Companies, Inc. and successor to Builderway, Inc.)
3. Builders FirstSource – South Texas, L.P.

Trademark Security Agreement

Trademark Security Agreement, dated as of February 25, 2004, by BUILDERS FIRSTSOURCE, INC. (the "Borrower") and each Guarantor listed on Schedule II hereto (collectively, the "Original Guarantors," together with the Borrower, the "Pledgors"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as First Lien Collateral Agent (in such capacity, the "First Lien Collateral Agent") and Second Lien Collateral Agent (in such capacity, the "Second Lien Collateral Agent") pursuant to the Credit Agreement (the First Lien Collateral Agent and the Second Lien Collateral Agent, collectively, the "Collateral Agents").

WITNESSETH:

WHEREAS, Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agents pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce each Collateral Agent, for the benefit of the applicable Secured Parties, to enter into Credit Agreement, the Pledgors hereby agree with each Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral to First Lien Collateral Agent. It being expressly understood and agreed that the security interests granted herein for the benefit of the Collateral Agents on behalf of the applicable Secured Parties shall be subject to the intercreditor and subordination terms of the Credit Agreement, Pledgor hereby pledges and grants to the First Lien Collateral Agent for the benefit of the applicable First Lien Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (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 Property).

SECTION 3. Grant of Security Interest in Trademark Collateral to Second Lien Collateral Agent. It being expressly understood and agreed that the security interests granted herein for the benefit of the Collateral Agents on behalf of the applicable Secured Parties shall be subject to the intercreditor and subordination terms of the Credit Agreement, Pledgor hereby pledges and grants to the Second Lien Collateral Agent for the benefit of the applicable Second Lien Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (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 Property);

provided that the Liens granted pursuant to this section shall be subject and subordinate to the Liens granted to secure the First Lien Obligations pursuant to the immediately preceding clause and further subject to the intercreditor and subordination provisions of the Credit Agreement.

SECTION 4. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agents pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agents with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agents shall otherwise determine.

SECTION 5. Termination. Upon the full performance of the Obligations, the Collateral Agents shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

BUILDERS FIRSTSOURCE, INC.

By: Charles L. Horn
Name: Charles L. Horn
Title: Senior VP + CFO

BUILDERS FIRSTSOURCE - OHIO VALLEY, LLC (standing in the name of Western Building Products, Inc.)

By: Charles L. Horn
Name:
Title:

BUILDERS FIRSTSOURCE - SOUTHEAST GROUP, LLC (standing in the names of Pelican Companies, Inc. and Builderway, Inc.)

By: Charles L. Horn
Name:
Title:

BUILDERS FIRSTSOURCE - SOUTH TEXAS, L.P. (standing in the name of Fisher Holdings, Inc.)

By: Charles L. Horn
Name:
Title:

[Trademark Security Agreement]

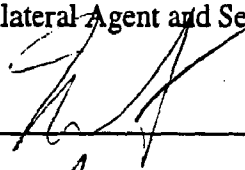
Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as First Lien Collateral Agent and Second Lien Collateral Agent

By: _____

Name:


Title:


Wilfred V. Saint
Associate Director
Banking Products
Services US

By: _____

Name:

Title:


Thomas R. Salzano
Director
Banking Products Services, US

[Trademark Security Agreement]

Trademark Schedule I

Trademark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
WESTERN	Federal	1,090,044 (73-115,659)	4/25/1978 (2/14/1977)	Western Building Products, Inc.
PELICAN BUILDING CENTER and Design	Federal	1,456,941 (73-604,915)	9/8/1987 (6/18/1986)	Pelican Companies, Inc.
BUILD RIGHT and Design	Federal	1,246,651 (73-361,303)	7/26/1983 (4/26/1982)	Pelican Companies, Inc.
BUILDER WAY	Federal	1,284,703 (73-375,135)	7/3/1984 (7/19/1982)	Builderway, Inc.
Design Mark	Federal	1,284,702 (73-375,134)	7/3/1984 (7/19/1982)	Builderway, Inc.
BUILDERS FIRSTSOURCE	Federal	(75-756,802)	(7/21/1999)	Builders FirstSource, Inc.
1 BUILDERS FIRSTSOURCE and Design	Federal	(75-777,476)	(8/17/1999)	Builders FirstSource, Inc. ¹
COOL PANE	Federal	2,536,989 (75-586,991)	2/5/2002 (11/12/1998)	Builders FirstSource - South Texas, L.P.

¹ With respect to this mark, a request for an extension of time to file a Statement of Use was to be submitted by the Company to the U.S. Patent and Trademark Office. The Company is now in the process of filing a Petition to Revive, along with the required request for extension of time to file a Statement of Use.

Trademark Schedule II

Trademark Agreement Guarantors

1. Builders FirstSource – Ohio Valley, LLC (formerly known as Western Building Products, Inc.)
2. Builders FirstSource – Southeast Group, LLC (formerly known as Pelican Companies, Inc. and successor to Builderway, Inc.)
3. Builders FirstSource – South Texas, L.P.