

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Strober Building Supply IP Corp.		06/28/2006	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	1455 Market Street, 5th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3068225	S	
Serial Number:	78596036	STROBER BUILDING SUPPLY	
CORRESPONDENCE DATA			
Fax Number:	(919)416-8339		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	919 286-8049		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	017625.3416NTSTROBERCLE		
NAME OF SUBMITTER:	Charles L. Evans		
Signature:	/Charles L. Evans/		

OP \$65.00 3068225

Date:

08/24/2006

Total Attachments: 4

source=ngsi-t Strober#page1.tif

source=ngsi-t Strober#page2.tif

source=ngsi-t Strober#page3.tif

source=ngsi-t Strober#page4.tif

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of June 28, 2006 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and Bank of America, N.A., as Collateral Agent (the "Collateral Agent") for the Lenders referenced therein (the "Lenders"), the undersigned Obligor has granted and hereby grants a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown on Schedule A attached hereto (the "Trademarks") to the Collateral Agent for the ratable benefit of the Lenders, subject to and upon the terms and conditions of the Agreement, which are incorporated herein by reference.

[Balance of Page Intentionally Left Blank]

The Obligors and the Collateral Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing Trademarks (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any Trademark.

Very truly yours,

STROBER BUILDING SUPPLY IP CORP.,
a Washington corporation

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Collateral Agent

By: _____
Name: Joan Mok
Title: Vice President

STROBER BUILDING SUPPLY IP CORP.,
a Delaware corporation

By: 

Name: Frederick M. Marino

Title: Chief Executive Officer

Pro-Build Holdings, Inc.
Trademark Notice

TRADEMARK
REEL: 003376 FRAME: 0742

Schedule A

**Strober Building Supply IP Corp.
(Delaware Corporation)**

U.S. Trademarks

Registered Mark

Mark	Registration No.	Registration Date
S and Design	3068225	3/14/06

Pending Application

Mark	Application No.	Filing Date
STROBER BUILDING SUPPLY (Block Letters)	78596036	3/28/05