

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

UBS AG, STAMFORD BRANCH, as Collateral Trustee

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other: Banking Institution

Citizenship (see guidelines) None
Execution Date(s) 12/14/2007
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
 No

Additional names, addresses, or citizenship attached?
Name: Builders FirstSource - Intellectual Property, L.P.

Internal Address: _____
Street Address: 2001 Bryan Street - Suite 1600
City: Dallas
State: Texas
Country: USA Zip: 75201

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship Texas
 Corporation Citizenship _____
 Other Citizenship

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)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other 51

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) N/A
B. Trademark Registration No.(s) 2938423 - 2938424
Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:
Name: Susan O'Brien

Internal Address: LICC Direct Services, a Walters Kluwer Co.
Street Address: 187 Wolf Road - Suite 101
City: Albany
State: NY Zip: 12205
Phone Number: 800-342-3676 X4065
Fax Number: 800-962-7049
Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 1 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$85.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 5683
Expiration Date 11/09

b. Deposit Account Number _____
Authorized User Name: _____

9. Signature: Helen M. Linehan Signature
Date: 12/19/07

Total number of pages including cover sheet, attachments, and document. 4

Helen M. Linehan
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 398-9995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

OP \$65.00 2938423

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Builders FirstSource—Intellectual Property, L.P.		02/11/2005	LIMITED PARTNERSHIP; TEXAS
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as Collateral Trustee (First Lien)		
Street Address:	677 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Banking Institution:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75756802	BUILDERS FIRSTSOURCE	
Serial Number:	75777478	1 BUILDERS FIRSTSOURCE	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7145401235		
Email:	lpocket@hr.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
NAME OF SUBMITTER:	Patricia A. Conner		
Signature:	/Patricia A. Conner/		
Date:	02/16/2005		

OP \$65.00 75756802

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REEL: 003689 FRAME: 0279

Total Attachments: 6

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RELEASE OF TRADEMARK SECURITY INTEREST (FIRST LIEN)

This **RELEASE OF TRADEMARK SECURITY INTEREST (FIRST LIEN)** (this "Release") dated as of December ~~14~~, 2007 hereby terminates and releases, without recourse, representation or warranty, all of the undersigned's interests including all security interests in and liens on the Pledged Collateral (as defined in the "Trademark Security Agreement", as defined below), including but not limited to the trademarks set forth on Exhibit A (together with the Goodwill associated with such trademarks, and in all registrations or applications for registration thereof) and all Proceeds of any and all of the foregoing (other than Excluded Property) (collectively, the "Trademark Collateral") created under that certain **TRADEMARK SECURITY AGREEMENT**, dated as of February 11, 2005 (the "Trademark Security Agreement"), entered into by BUILDERS FIRSTSOURCE, INC., a Delaware corporation, BUILDERS FIRSTSOURCE - INTELLECTUAL PROPERTY, L.P., a Texas limited partnership, BUILDERS FIRSTSOURCE - ATLANTIC GROUP, INC., a Delaware corporation, BUILDERS FIRSTSOURCE - OHIO VALLEY, LLC, a Delaware limited liability company, BUILDERS FIRSTSOURCE - SOUTHEAST GROUP, LLC, a Delaware limited liability company, and BUILDERS FIRSTSOURCE - SOUTH TEXAS, L.P., a Texas limited partnership (collectively, "the Pledgors" and each a "Pledgor") and UBS AG, STAMFORD BRANCH, as Collateral Trustee, as recorded in the U.S. Patent and Trademark Office on February 16, 2005 at Reel/Frame number 003030/0751, a copy of which is attached as Exhibit B, and the undersigned hereby acknowledges and agrees that it has no further interests in such Trademark Collateral and that such Trademark Security Agreement is terminated and of no further force and effect.

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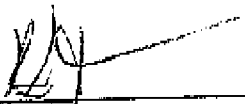
Builders FirstSource - Intellectual Property, L.P.

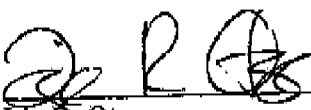
LA1806287.3

TRADEMARK
REEL: 003689 FRAME: 0281

IN WITNESS WHEREOF, the undersigned has caused this release to be duly executed and delivered as of the date first written above.

UBS AG, STAMFORD BRANCH,
as Collateral Trustee

By: 
Name: Richard L. Tavrow
Its: Director

By: 
Name: Irja R. Otsa
Its: Associate Director

Signature page to Trademark Security Interest Release
(BFS-IP)

TRADEMARK
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EXHIBIT A

TRADEMARK COLLATERAL

TM	Reg. No. / Ser. No.
BUILDERS FIRSTSOURCE	75/756802 now 2938423
1 BUILDERS FIRSTSOURCE	75/777476 now 2938424

Builders FirstSource – Intellectual Property, L.P.

LA11806287.3

EXHIBIT B

Reel/Frame number 003030/0751

(see attached)

LAV1806287.3

(BFS-IP)

TRADEMARK
REEL: 003689 FRAME: 0284

Trademark Security Agreement

Trademark Security Agreement, dated as of February 11, 2003, by BUILDERS FIRSTSOURCE, INC., a Delaware corporation, with chief executive offices at 2001 Bryan Street, Suite 1600, Dallas, TX 75201, BUILDERS FIRSTSOURCE-INTELLECTUAL PROPERTY, L.P., a Texas limited partnership, with chief executive offices at 2001 Bryan Street, Suite 1600, Dallas, TX 75201, BUILDERS FIRSTSOURCE - ATLANTIC GROUP, INC., a Delaware corporation, with chief executive offices at 5330 Spectrum Drive, Suite L, Frederick, MD 21703, BUILDERS FIRSTSOURCE - OHIO VALLEY, LLC, a Delaware limited liability company, with chief executive offices at 7600 Colerain Ave., Cincinnati, OH 45239, BUILDERS FIRSTSOURCE - SOUTHEAST GROUP, LLC, a Delaware limited liability company, with chief executive offices at 2451 Highway 501 East, Conway, SC 29526, and BUILDERS FIRSTSOURCE - SOUTH TEXAS, L.P., a Texas limited partnership, with chief executive offices at 6305 Camp Bullis Rd., San Antonio, TX 78257 (collectively, the "Pledgors" and each, a "Pledgor") in favor of UBS AG, STAMFORD BRANCH, in its capacity as Collateral Trustee (in such capacity, the "Collateral Trustee") pursuant to the Credit Agreement.

WITNESSETH:

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

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Trustee, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Trustee 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. As collateral security for the payment and performance in full of the Obligations, each Pledgor hereby pledges and grants to the Collateral Trustee for the benefit of the 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 (other than Excluded Property); and

Trademark Security Agreement - First Lien

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(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Trustee pursuant to the Security Agreement and each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Trustee 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 Trustee shall otherwise determine.

SECTION 4. Termination. Upon the payment and performance in full of the Obligations, the Collateral Trustee shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the pledge, grant, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]

Trademark Security Agreement - First Lien

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IN WITNESS WHEREOF, the 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: Donald F. McAleenan

Name: Donald F. McAleenan
Title: Senior Vice President

BUILDERS FIRSTSOURCE-INTELLECTUAL PROPERTY, L.P.

By: Donald F. McAleenan

Name: Donald F. McAleenan
Title: Senior Vice President

BUILDERS FIRSTSOURCE - ATLANTIC GROUP, INC.

By: Donald F. McAleenan

Name: Donald F. McAleenan
Title: Senior Vice President

BUILDERS FIRSTSOURCE - OHIO VALLEY, LLC

By: Donald F. McAleenan

Name: Donald F. McAleenan
Title: Senior Vice President

BUILDERS FIRSTSOURCE - SOUTHEAST
GROUP, LLC

By: Donald F. McAlcman

Name: Donald F. McAlcman
Title: Senior Vice President

BUILDERS FIRSTSOURCE - SOUTH TEXAS,
L.P.

By: Donald F. McAlcman

Name: Donald F. McAlcman
Title: Senior Vice President

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Trustee

By: _____

Name:
Title:

Robert V. Siefert
Director
Banking Products
Services, US

By: _____

Name:
Title:

Joselyn Fernandes
Associate Director
Banking Products
Services, US

Trademark Security Agreement First Lien

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Builders FirstSource- Intellectual Property, L.P.	757756,802	BUILDERS FIRSTSOURCE
Builders FirstSource- Intellectual Property, L.P.	757777,476	BUILDERS FIRSTSOURCE and Design
Builders First Source, Inc., a Texas company	78492977 (ITU)	SPECTRUM
Builders FirstSource, Inc., a Delaware company	76583633	BF-I

Trademark Applications:

OWNER	REGISTRATION NUMBER	TRADEMARK
Builders FirstSource	2,883,752	SYNBOARD
Atlantic Group, Inc. Builders FirstSource - Ohio Valley, LLC	1,090,044	WESTERN
Builders FirstSource - Southeast Group, LLC	1,456,941	PELICAN BUILDINGS CENTER and Design
Builders FirstSource - Southeast Group, LLC	1,246,651	BUILD RIGHT and Design
Builders FirstSource - Southeast Group, LLC	1,284,703	BUILDER WAY
Builders FirstSource - Southeast Group, LLC	1,284,702	Design Mark
Builders FirstSource - South Texas, L.P.	2,536,989 as of 2/5/2002	COOLPANE

Trademark Security Agreement - First Lien
LA\1391526.1

RECORDED: 02/16/2005

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RECORDED: 12/19/2007

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