

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BUILDING MATERIALS HOLDING CORPORATION		01/04/2010	CORPORATION: DELAWARE
BMC WEST CORPORATION		01/04/2010	CORPORATION: DELAWARE
SELECTBUILD CONSTRUCTION, INC.		01/04/2010	CORPORATION: DELAWARE
SELECTBUILD NORTHERN CALIFORNIA, INC.		01/04/2010	CORPORATION: DELAWARE
C CONSTRUCTION, INC.		01/04/2010	CORPORATION: DELAWARE
TWF CONSTRUCTION, INC.		01/04/2010	CORPORATION: DELAWARE
H.N.R. FRAMING SYSTEMS INC.		01/04/2010	CORPORATION: CALIFORNIA
SELECTBUILD SOUTHERN CALIFORNIA, INC.		01/04/2010	CORPORATION: DELAWARE
SELECTBUILD NEVADA, INC.		01/04/2010	CORPORATION: DELAWARE
SELECTBUILD ARIZONA, LLC		01/04/2010	LIMITED LIABILITY COMPANY: DELAWARE
SELECTBUILD ILLINOIS, LLC		01/04/2010	LIMITED LIABILITY COMPANY: DELAWARE
ILLINOIS FRAMING, INC.		01/04/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Bank, National Association, as Administrative Agent
<b>Street Address:</b>	333 Market Street, 3rd Floor, MAC A0109-030
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94105
<b>Entity Type:</b>	National Association: CALIFORNIA

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	1082551	

CH \$490.00 1082551

**900151317**

**TRADEMARK  
 REEL: 004125 FRAME: 0001**

Registration Number:	2838268	LONE STAR
Registration Number:	1877642	LONE STAR PLYWOOD & DOOR CORP.
Registration Number:	2158706	HERITAGE ARCHITECTURAL MOULDING
Registration Number:	2015252	BMC WEST
Registration Number:	2377185	CASTLEBERRY
Registration Number:	2772209	BMC MILLWORK
Registration Number:	2546790	HILLSDALE
Registration Number:	2656432	KBI
Registration Number:	3087643	KBI
Registration Number:	2644835	KNIPP BROTHERS INDUSTRIES
Registration Number:	2687040	PERFORMA
Registration Number:	2732576	PERFORMA VINYL WINDOWS
Registration Number:	2536414	STRIPLING BLAKE
Registration Number:	2624689	ROYAL DOOR
Registration Number:	2931314	BMC CONSTRUCTION
Registration Number:	3267514	SELECTBUILD
Registration Number:	3267516	SELECTBUILD
Registration Number:	3599000	

**CORRESPONDENCE DATA**

Fax Number: (213)627-0705  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 213.683.5698  
Email: MinetteTayco@paulhastings.com  
Correspondent Name: Minette M. Tayco  
Address Line 1: 515 S. Flower St., 25th Floor  
Address Line 2: Paul, Hastings, Janofsky & Walker LLP  
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	WFF/BMHC 2 (45035.00349)
NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	01/05/2010

**Total Attachments: 12**

source=WFB\_BMHC - Fully Executed Second Lien Trademark Security Agreement (with revised Schedule)#page1.tif  
source=WFB\_BMHC - Fully Executed Second Lien Trademark Security Agreement (with revised Schedule)#page2.tif  
source=WFB\_BMHC - Fully Executed Second Lien Trademark Security Agreement (with revised Schedule)#page3.tif  
source=WFB\_BMHC - Fully Executed Second Lien Trademark Security Agreement (with revised Schedule)#page4.tif

**TRADEMARK**

**REEL: 004125 FRAME: 0002**

source=WFB\_BMHC - Fully Executed Second Lien Trademark Security Agreement (with revised Schedule)#page5.tif  
source=WFB\_BMHC - Fully Executed Second Lien Trademark Security Agreement (with revised Schedule)#page6.tif  
source=WFB\_BMHC - Fully Executed Second Lien Trademark Security Agreement (with revised Schedule)#page7.tif  
source=WFB\_BMHC - Fully Executed Second Lien Trademark Security Agreement (with revised Schedule)#page8.tif  
source=WFB\_BMHC - Fully Executed Second Lien Trademark Security Agreement (with revised Schedule)#page9.tif  
source=WFB\_BMHC - Fully Executed Second Lien Trademark Security Agreement (with revised Schedule)#page10.tif  
source=WFB\_BMHC - Fully Executed Second Lien Trademark Security Agreement (with revised Schedule)#page11.tif  
source=WFB\_BMHC - Fully Executed Second Lien Trademark Security Agreement (with revised Schedule)#page12.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) dated as of January 4, 2010, is made by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**” and each individually “**Grantor**”), and Wells Fargo Bank, National Association, as administrative agent for itself and the other Secured Parties (in such capacity, the “**Administrative Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Term Loan Credit Agreement, dated as of January 4, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Building Materials Holding Corporation, a Delaware corporation (“**Holdings**”), as borrower, the other Loan Parties named therein, as guarantors, certain lending institutions, as lenders, and the Administrative Agent, the Secured Parties are willing to make certain financial accommodations available to Holdings pursuant to the terms and conditions thereof; and

WHEREAS, the Grantors and the Administrative Agent are parties to that certain Security Agreement dated evenly herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of its trademarks and trademark intellectual property licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark intellectual property license; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademark licensed under any intellectual property license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any intellectual property license.

Notwithstanding the foregoing, such grant of a security interest shall not extend to, and the term "Trademark Collateral" shall not include any General Intangibles which are now or hereafter held by any Grantor as licensee, lessee or otherwise, to the extent that (i) such General Intangibles are not assignable or capable of being encumbered as a matter of law or under the terms of the license, lease or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of the licensor or lessor thereof or other applicable party thereto and (ii) such consent has not been obtained; provided, however, that the foregoing grant of security interest shall extend to, and the term "Trademark Collateral" shall include (A) any General Intangible which is Rights to Payment or a proceed of, or otherwise related to the enforcement and collection of, any Rights to Payment, or goods which are the subject of any Rights to Payment, (B) any and all proceeds of such General Intangibles to the extent that the assignment or encumbering of such proceeds is not so restricted and (C) upon any such licensor's, lessor's or other applicable party's consent with respect to any such otherwise excluded General Intangibles being obtained, thereafter such General Intangibles as well as any and all proceeds thereof that might have theretofore been excluded from such grant of a security interest and the term "Trademark Collateral".

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to the Secured Parties.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, which is registered or becomes registered or the subject of an application for registration with the U.S. Patent and Trademark Office, the provisions of this Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include

any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement or any other Loan Document refer to this Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[signature pages follow]

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

**GRANTORS:**

BUILDING MATERIALS HOLDING  
CORPORATION

By   
Name: Paul Street  
Title: Chief Executive Officer

BMC WEST CORPORATION

By   
Name: Paul Street  
Title: Chief Executive Officer

SELECTBUILD CONSTRUCTION, INC.

By   
Name: Paul Street  
Title: Chief Executive Officer

SELECTBUILD NORTHERN  
CALIFORNIA, INC.

By   
Name: Paul Street  
Title: Chief Executive Officer

C CONSTRUCTION, INC.

By   
Name: Paul Street  
Title: Chief Executive Officer


TWF CONSTRUCTION, INC.

By   
Name: Paul Street  
Title: Chief Executive Officer

H.N.R. FRAMING SYSTEMS INC.

By   
Name: Paul Street  
Title: Chief Executive Officer

SELECTBUILD SOUTHERN  
CALIFORNIA, INC.

By   
Name: Paul Street  
Title: Chief Executive Officer

SELECTBUILD NEVADA, INC.

By   
Name: Paul Street  
Title: Chief Executive Officer

SELECTBUILD ARIZONA, LLC

By   
Name: Paul Street  
Title: Chief Executive Officer

SELECTBUILD ILLINOIS, LLC

By   
Name: Paul Street  
Title: Chief Executive Officer

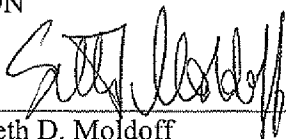
ILLINOIS FRAMING, INC.

By   
Name: Paul Street  
Title: Chief Executive Officer



**ADMINISTRATIVE AGENT:**

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

By   
Name: Seth D. Moldoff  
Title: Senior Vice President

[ADMINISTRATIVE AGENT SIGNATURE PAGE TO SECOND LIEN TM SECURITY AGREEMENT]

SCHEDULE I

**Trademark Registrations/Applications**

<u>Mark</u>	<u>Applicant</u>	<u>Reg. #</u>	<u>Filing Date</u>
Star Logo	BMC West Corporation	1,082,551	5/2/77
Lonestar	BMC West Corporation	2,838,268	6/17/03
Lone Star Plywood & Door Corporation	BMC West Corporation	1,877,642	11/29/93
Heritage Architectural Moulding (abandoned)	BMC West Corporation	2,158,706	4/17/97
BMC West	BMC West Corporation	2,015,252	9/26/95
Castleberry (abandoned)	BMCW SouthCentral, L.P.	2,377,185	4/30/99
BMC Millwork	BMC West Corporation	2,772,209	6/07/01
Hillsdale (abandoned)	BMC West Corporation	2,546,790	1/12/01
KBI [the design]	BMC Framing, Inc.	2,656,432	2/04/02
KBI [the mark]	Knipp Brothers Industries, LLC	3,087,643	5/19/05
Knipp Brothers Industries (will not renew)	BMC Framing, Inc.	2,644,835	10/29/02
Performa (abandoned)	BMC West Corporation	2,687,040	4/19/00
Performa Vinyl Windows (abandoned)	BMC West Corporation	2,732,576	4/19/00
Stripling Blake (abandoned)	BMCW SouthCentral, L.P.	2,536,414	6/07/01
Royal Door (abandoned)	BMCW SouthCentral, L.P.	2,624,689	10/26/01
BMC Construction	BMC West Corporation	2,931,314	12/13/02
SelectBuild	BMC Construction, Inc.	3,267,514	9/28/06
SelectBuild [and design]	BMC Construction, Inc.	3,267,516	9/28/06
Plumb Bob [service mark]	Building Materials Holding Corporation	3,599,000	3/31/09

**Trade Names**

**Other DBAs and Fictitious Business Names**

**BMC WEST CORPORATION  
(formerly known as BMC Holdings, Inc.)**

**ARIZONA**

BMC Wholesale Building Materials (expired)  
BMC West

**CALIFORNIA**

BMC West  
Royal Door  
SelectBuild

**COLORADO**

BMC Construction  
BMC West Door & Millwork  
Denver Custom Millwork  
Denver Door and Millwork, Inc.  
Economy Building Materials  
Economy Lumber and Hardware  
Economy Lumber Co.  
Metro Door and Window Inc.  
Top Flight Stairs

**FLORIDA**

BMC Millwork

**IDAHO**

BMC West  
BMC West Building Materials  
Sawtooth Door  
Sawtooth Door Co.  
Sawtooth Pre-hung Doors

**MINNESOTA**

BMC Millwork

**MISSOURI**

BMC Millwork

**MONTANA**

BMC Millwork

Poulsen's (expired)  
Poulsen's, Inc. (expired)  
Western Door Company (inactive)  
Wood Specialty Company

NEVADA

BMC Millwork  
Carson Building Supply  
Carson Valley Truss  
Champion Building Supply  
Logan Lumber Company  
Marvin Windows Planning Center (expired)  
Sticks' n' Stones

NORTH CAROLINA

BMC Millwork  
Royal Door

OKLAHOMA

Marvin Windows Planning Center

OREGON

BMC West  
BMC Construction

PENNSYLVANIA

Royal Door  
BMC Millwork

TEXAS:

Abilene Lumber  
Abilene Door & Truss  
BMC Millwork  
Castleberry Mill & Lumber, Inc.  
Clarke/Farek Building Supply Center (expired)  
Home Lumber  
Hurst Lumber  
Lone Star Plywood & Door  
Marvin Windows Planning Center  
Royal Door  
Stripling Blake Window Division  
Stripling-Blake Lumber Company

UTAH

Pioneer Architectural Sales  
Pioneer Lumber Sales

Pioneer Window Sales  
BMC West Building Materials  
BMC West Building Materials Centers  
BMC West  
Salt Lake Door & Hardware  
BMC Millwork

VIRGINIA

BMC Millwork

WASHINGTON

BMC Holdings, Inc.  
BMC West Corporation  
BMC West  
Heart Truss  
Henry Bacon  
Henry Bacon Building Materials, Inc.  
Hillsdale Sash and Door  
Lone Star Plywood and Door Corp.  
Star Building Materials

**SELECTBUILD CONSTRUCTION, INC.**  
**(formerly known as BMC Construction, Inc.,**  
**BMC Framing, Inc., and BMHC Framing, Inc.)**

CALIFORNIA

Vaughn Road, LLC

**SELECTBUILD NORTHERN CALIFORNIA, INC.**  
**(formerly known as KBI Norcal, KBI Norcal Windows, Inc.,**  
**RJ Norcal, LLC, and Vaughn Road, LLC)**

CALIFORNIA

BMC West Building Materials (pending)  
KBI Distribution  
KBI Truss  
SelectBuild  
SelectBuild Distribution

**C CONSTRUCTION, INC.**

ARIZONA

Campbell Concrete of Arizona

CALIFORNIA

BMC West Building Materials

Campbell Concrete of California  
Campbell Concrete of Northern California  
SR Campbell Plumbing of California  
SelectBuild  
Sterling Trenching of California  
SB Logistics

NEVADA

BMC Concrete  
Campbell Concrete of Nevada  
SelectBuild  
SR Campbell Plumbing of Nevada  
Sterling Trenching of Nevada

**H.N.R. FRAMING SYSTEMS INC.**

CALIFORNIA

Poway Truss  
SelectBuild  
SelectBuild Distribution

**TWF CONSTRUCTION, INC.**

CALIFORNIA

Boulders West Components  
SelectBuild  
SelectBuild Distribution

**SELECTBUILD NEVADA, INC.**

*(formerly known as SelectBuild Nevada, LLC, KBI Construction, LLC, Knipp Brothers Industries, LLC, and Knipp Brothers, LLC)*

ARIZONA

Glendale Truss  
KBI Distribution  
SelectBuild Distribution  
SelectBuild

NEVADA

BMC West Building Materials  
SelectBuild  
SelectBuild Distribution  
Glendale Truss

**SELECTBUILD ARIZONA, LLC**

ARIZONA

SelectBuild  
SelectBuild Distribution

**SELECTBUILD ILLINOIS, LLC  
(formerly known as RCI Construction, LLC)**

ILLINOIS

SelectBuild

**Common Law Trademarks**

See Trade Names, above.

**Trademarks Not Currently In Use**

See notations above with respect to abandoned trademarks and trademarks not currently in use.

**Trademark Licenses**

None.