

**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
Builders FirstSource - Intellectual Property, L.P.			01/21/2010
		Entity Type	
		LIMITED PARTNERSHIP: TEXAS	
RECEIVING PARTY DATA			
Name:		Wilmington Trust Company	
Street Address:		Rodney Square North, 1100 North Market Street	
City:		Wilmington	
State/Country:		DELAWARE	
Postal Code:		19890-0001	
Entity Type:		banking corporation: DELAWARE	
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75756802	BUILDERS FIRSTSOURCE	
Serial Number:	75777476	1 BUILDERS FIRSTSOURCE	
CORRESPONDENCE DATA			
Fax Number:		(917)777-4104	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:		212-735-3000	
Email:		kellie.weilbrenner@skadden.com	
Correspondent Name:		Skadden Arps Slate Meagher & Flom LLP	
Address Line 1:		Four Times Square	
Address Line 2:		Attn: Tracy Gardner, Esq.	
Address Line 4:		New York, NEW YORK 10036	
ATTORNEY DOCKET NUMBER:		129890/0001	
NAME OF SUBMITTER:		Tracy Gardner	
Signature:		/Tracy Gardner/	

CH \$65.00 75756802

**900153404**

**TRADEMARK**

**REEL: 004140 FRAME: 0206**

Date:

01/29/2010

**Total Attachments: 14**

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TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement"), dated as of January 21, 2010, is by and between Builders FirstSource - Intellectual Property, L.P., a Texas limited partnership ("Debtor"), and Wilmington Trust Company, a Delaware banking corporation, in its capacity as collateral trustee (in such capacity, the "Collateral Trustee") pursuant to the Second Lien Security Agreement (as hereinafter defined) on behalf of the Secured Parties.

W I T N E S S E T H:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Debtor and certain of its affiliates have entered into (i) that certain Indenture, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Indenture"), with respect to Builders FirstSource, Inc.'s Second Priority Senior Secured Floating Rate Notes due 2016 (the "2016 Notes") and (ii) that certain Second Lien Pledge and Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof, the "Security Agreement"), made by Builders FirstSource, Inc. ("Parent") and certain subsidiaries and affiliates of Parent from time to time party thereto, including Debtor, in favor of the Collateral Trustee, in its capacity as collateral trustee and the other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Indenture and the Security Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Note Documents"); and

WHEREAS, in order to induce the Collateral Trustee to enter into the Indenture and the other Note Documents, Debtor has agreed to grant to the Collateral Trustee certain collateral security as set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST. As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations, Debtor hereby grants to the Collateral Trustee, for itself and on behalf of the Secured Parties, a continuing security interest in and a collateral assignment of and lien upon, and right of set off against, for the benefit of itself and the benefit of the other Secured Parties, the following, whether now owned or hereafter acquired or existing, and wherever located (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter arising or

acquired right, title, and interest (including licensed rights) in and to: (i) all of Debtor's trademarks, service marks, trade names, and trade styles, and all applications for registration, registrations and recordings relating to the foregoing as may be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks (or the license of any Trademark), including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements pertaining to the Trademarks, (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks, but excluding the Excluded Assets. Notwithstanding the use of the term "assignment" in the grant clause in this Section 1, the interest granted to the Collateral Trustee hereunder shall not be deemed to be an absolute assignment of the Trademarks and other Collateral granted under this Agreement, but is instead intended to be a lien.

## 2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to the Collateral Trustee, for itself and the benefit of the other Secured Parties, pursuant to this Agreement shall secure payment and performance of all Obligations.

## 3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to the Collateral Trustee the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) All of the Collateral set forth on Exhibit A is, to the Debtor's knowledge, valid and subsisting in full force and effect and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and collateral assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents reasonably necessary to maintain the existence of the Trademarks included in the Collateral and material to Debtor's business, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Security Agreement, (ii) the security interests permitted under the Indenture and the Security Agreement and (iii) the licenses permitted under Section 3(e) below.

(b) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of the Collateral Trustee, except as otherwise permitted herein or in the Indenture or the Security Agreement. Nothing in this Agreement shall be deemed a consent by the Collateral Trustee to any such action, except as such action is expressly permitted hereunder.

(c) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents reasonably requested at any time by the Collateral Trustee to evidence, perfect, maintain, record or enforce the security interest in and collateral assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes the Collateral Trustee to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by the Collateral Trustee or as otherwise determined by the Collateral Trustee. Debtor further authorizes the Collateral Trustee to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(d) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto, and has not granted any material licenses with respect thereto other than as set forth in Exhibit B hereto.

(e) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to the Collateral Trustee five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to the Collateral Trustee's exercise of the rights and remedies granted to the Collateral Trustee hereunder.

(f) Upon the occurrence and during the continuance of an Event of Default, the Collateral Trustee may, in its reasonable discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by the Collateral Trustee to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and collateral assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses consistent with the terms of the Indenture. Debtor shall be liable to the Collateral Trustee for any such payment, which payment shall be deemed an advance by the Collateral Trustee to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Indenture and shall be part of the Obligations secured hereby.

(g) Debtor shall provide the Collateral Trustee with prompt written notice of the filing of any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner

of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of the Collateral Trustee, Debtor shall promptly execute and deliver to the Collateral Trustee any and all assignments, agreements, instruments, documents and such other papers as may be reasonably requested by the Collateral Trustee to evidence the security interest in and collateral assignment of such Trademark in favor of the Collateral Trustee.

(h) Debtor has not abandoned any material Trademarks and Debtor will not do any act, nor omit to do any act, whereby any material Trademarks may become abandoned, invalidated or unenforceable. Debtor shall notify the Collateral Trustee immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, or unenforceable.

(i) Debtor shall, upon the occurrence and during the continuance of an Event of Default, render any assistance, as the Collateral Trustee shall reasonably determine is necessary, to the Collateral Trustee in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect the Collateral Trustee's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(j) No material infringement or unauthorized use presently is being made of any of the Trademarks included in the Collateral that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to the Collateral Trustee, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of the Collateral Trustee hereunder. There has been no judgment holding any of such Trademarks invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Trademarks included in the Collateral presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify the Collateral Trustee if Debtor (or any of its affiliates) learns of any use by any person of any term or design which materially infringes on any material Trademark or is likely to cause confusion with any material Trademark. If requested by the Collateral Trustee, upon the occurrence and during the continuance of an Event of Default, Debtor, at Debtor's expense, shall join with the Collateral Trustee in such action as the Collateral Trustee, in the Collateral Trustee's reasonable discretion, may deem advisable for the protection of the Collateral Trustee's interest in and to the Trademarks.

(k) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds the Collateral Trustee and the other Secured Parties harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any of its affiliates) in connection with any Trademark included in the Collateral or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any of its affiliates). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the

termination or non-renewal of the Security Agreement.

(l) Debtor shall promptly pay the Collateral Trustee and the other Secured Parties for any and all expenditures made by the Collateral Trustee or any other Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and collateral assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Indenture and shall be part of the Obligations secured hereby.

#### 4. EVENTS OF DEFAULT

The occurrence or existence of any Event of Default under the Indenture is referred to herein individually as an "Event of Default" and collectively as "Events of Default".

#### 5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of the Collateral Trustee, whether provided under this Agreement, the Security Agreement, the other Note Documents, applicable law or otherwise, the Collateral Trustee shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) The Collateral Trustee may require that neither Debtor (nor any of its affiliates) make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. The Collateral Trustee may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to the Collateral Trustee by Debtor (or any of its affiliates) or for such other reason as the Collateral Trustee may determine pursuant to the license granted under Section 5(d) of the Security Agreement.

(b) The Collateral Trustee may, to the extent that it lawfully can do so, grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as the Collateral Trustee shall in its reasonable discretion deem appropriate but , with respect to Trademark licenses, including such rights of quality control in favor of the Trademark owner as are reasonably necessary to maintain the validity of such Trademarks. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) The Collateral Trustee may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. The Collateral Trustee shall have the power to buy the Collateral or any part thereof, and the Collateral Trustee shall also have the

power to execute assurances and perform all other acts which the Collateral Trustee may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, the Collateral Trustee may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application for registration, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay the Collateral Trustee on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that the Collateral Trustee and the other Secured Parties have no obligation to preserve rights to the Trademarks against any other parties.

(e) The Collateral Trustee may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by the Collateral Trustee. Thereafter, the Collateral Trustee may apply any remaining proceeds to such of the Obligations as set forth in the Indenture. Debtor shall remain liable to the Collateral Trustee for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay the Collateral Trustee on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Indenture.

(f) Debtor shall supply to the Collateral Trustee or to the Collateral Trustee's designee, Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring the Collateral Trustee or any other Secured Party to take any such action at any time. All of the Collateral Trustee's and any other Secured Party's rights and remedies, whether provided under this Agreement, the other Note Documents, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

## 6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of laws or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtor and the Collateral Trustee irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York for the County of New York and the United States District Court for the Southern District of New York, whichever the Collateral Trustee may elect, and waive any objection based on venue or forum non conveniens



with respect to any action instituted therein arising under this Agreement or any of the other Note Documents or in any way connected or related or incidental to the dealings of Debtor and the Collateral Trustee or any other Secured Party in respect of this Agreement or the other Note Documents or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that the Collateral Trustee shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which the Collateral Trustee deems reasonably necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor and the Collateral Trustee hereby waive personal service of any and all process upon it and consent that all such service of process may be made by certified mail (return receipt requested) directed to their respective addresses set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at the Collateral Trustee's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by the Collateral Trustee against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND THE COLLATERAL TRUSTEE EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER NOTE DOCUMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND THE COLLATERAL TRUSTEE OR ANY OTHER SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER NOTE DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND THE COLLATERAL TRUSTEE EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR THE COLLATERAL TRUSTEE MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND THE COLLATERAL TRUSTEE TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) The Collateral Trustee and the other Secured Parties shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on the Collateral Trustee or such other Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct.

## 7. MISCELLANEOUS

(a) Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Trustee pursuant to this Agreement and the exercise of any right or remedy by the Collateral Trustee hereunder are subject to the provisions of the Collateral Trust Agreement, dated as of February 11, 2005 (as cured and reformed by the Confirmation of Reformation of Collateral Trust Agreement, dated December 14, 2007, and as further amended, modified, and supplemented from time to time, the “Collateral Trust Agreement”), among Parent, the pledgors from time to time party thereto, including Debtor, Wachovia Bank, National Association (as successor to UBS AG, Stamford Branch), as administrative agent, Wilmington Trust Company, as Trustee, Wachovia Bank, National Association (as successor to UBS AG, Stamford Branch), as priority collateral trustee, and Wilmington Trust Company (as successor to UBS AG, Stamford Branch), as parity collateral trustee. In the event of any conflict between the terms of the Collateral Trust Agreement and this Agreement, the terms of the Collateral Trust Agreement will govern.

(b) All notices, requests and demands to or upon the parties hereto shall be in writing and shall be given or made in accordance with Section 6.6 of the Security Agreement.

(c) Capitalized terms used herein and not defined herein shall have the meanings specified in the Security Agreement, unless otherwise defined herein. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, the Collateral Trustee and any other Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words “hereof,” “herein,” “hereunder,” “this Agreement” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(f) hereof. All references to the term “Person” or “person” herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(d) This Agreement, the other Note Documents and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by the Collateral Trustee and the other Secured Parties and their respective successors and assigns.

(e) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law. In the event of an irreconcilable conflict between this Agreement and the Indenture, the Indenture shall govern unless the Collateral Trustee shall determine otherwise.


(f) Neither this Agreement nor any provision hereof shall be amended, waived, discharged, or terminated, unless such amendment, waiver, discharge or termination is by a written agreement signed by an authorized officer of the Collateral Trustee. The Collateral Trustee and the other Secured Parties shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of the Collateral Trustee. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by the Collateral Trustee or any other Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which the Collateral Trustee or such other Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

(g) 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 or other electronic method of transmission 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 any such agreement by telefacsimile or other electronic method of transmission 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.

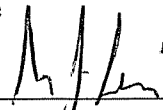
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IN WITNESS WHEREOF, Debtor and the Collateral Trustee have executed this Agreement as of the date first above written.

BUILDERS FIRSTSOURCE - INTELLECTUAL  
PROPERTY, L.P.

By:   
Name: M. Chad Crow  
Title: Senior Vice President and Chief Financial  
Officer

WILMINGTON TRUST COMPANY, as Collateral  
Trustee

By:  \_\_\_\_\_

Name:

Title:

**Geoffrey J. Lewis**  
**Senior Financial Services Officer**

[Signature Page to IP Trademark Collateral Assignment and Security Agreement]

**TRADEMARK**  
**REEL: 004140 FRAME: 0218**

EXHIBIT A  
TO  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

List of Trademarks and Trademark Applications

<b>Entity</b>	<b>Trademark</b>	<b>Registration/Application Number</b>	<b>Registration Date</b>
Builders FirstSource – Intellectual Property, L.P.	Builders FirstSource	75/756,802	4/5/2005
Builders FirstSource – Intellectual Property, L.P.	Builders FirstSource and Design	75/777,476	4/5/2005

EXHIBIT B  
TO  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

List of Licenses

None.

