

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STOCK BUILDING SUPPLY OF ARKANSAS, LLC		04/02/2010	LIMITED LIABILITY COMPANY: DELAWARE
STOCK BUILDING SUPPLY WEST (USA), INC.		04/02/2010	CORPORATION: DELAWARE
STOCK BUILDING SUPPLY HOLDINGS II, LLC		04/02/2010	LIMITED LIABILITY COMPANY: DELAWARE
STOCK BUILDING SUPPLY HOLDINGS, LLC		04/02/2010	LIMITED LIABILITY COMPANY: VIRGINIA
COLEMAN FLOOR, LLC		04/02/2010	LIMITED LIABILITY COMPANY: DELAWARE
SBS CONSTRUCTION SERVICES OF NEW MEXICO, LLC		04/02/2010	LIMITED LIABILITY COMPANY: DELAWARE
STOCK BUILDING SUPPLY, LLC		04/02/2010	LIMITED LIABILITY COMPANY: NORTH CAROLINA
STOCK BUILDING SUPPLY OF FLORIDA, LLC		04/02/2010	LIMITED LIABILITY COMPANY: FLORIDA
STOCK BUILDING SUPPLY MIDWEST, LLC		04/02/2010	LIMITED LIABILITY COMPANY: DELAWARE
STOCK BUILDING SUPPLY OF TEXAS, LLC		04/02/2010	LIMITED LIABILITY COMPANY: DELAWARE
STOCK BUILDING SUPPLY WEST, LLC		04/02/2010	LIMITED LIABILITY COMPANY: UTAH
SBS CONSTRUCTION HOLDINGS, LLC		04/02/2010	LIMITED LIABILITY COMPANY: VIRGINIA
RECEIVING PARTY DATA			
Name:	WELLS FARGO CAPITAL FINANCE, LLC, as Agent		
Street Address:	2450 Colorado Avenue		
Internal Address:	Suite 3000W		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		

CH \$65.00 1519404

900158886

TRADEMARK
 REEL: 004180 FRAME: 0354

Entity Type: LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1519404	NATIONAL HOME CENTER
Registration Number:	1428015	NATIONAL HOME CENTER

CORRESPONDENCE DATA

Fax Number: (213)627-0705

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (213) 683-5627

Email: nancycheng@paulhastings.com

Correspondent Name: Nancy Cheng

Address Line 1: Paul, Hastings, Janofsky & Walker LLP

Address Line 2: 515 S. Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: WFCF/STOCK (73896.00040)

NAME OF SUBMITTER: Nancy Cheng

Signature: /Nancy Cheng/

Date: 04/05/2010

Total Attachments: 6

source=WFCF_Stock - Fully Executed Amendment No 1 to Trademark Security Agreement#page1.tif

source=WFCF_Stock - Fully Executed Amendment No 1 to Trademark Security Agreement#page2.tif

source=WFCF_Stock - Fully Executed Amendment No 1 to Trademark Security Agreement#page3.tif

source=WFCF_Stock - Fully Executed Amendment No 1 to Trademark Security Agreement#page4.tif

source=WFCF_Stock - Fully Executed Amendment No 1 to Trademark Security Agreement#page5.tif

source=WFCF_Stock - Fully Executed Amendment No 1 to Trademark Security Agreement#page6.tif

AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT**, dated as of April 2, 2010 (this "Amendment"), is delivered pursuant to Section 5 of that certain Trademark Security Agreement, dated as of June 30, 2009 (as amended, restated or otherwise modified from time to time, the "Trademark Security Agreement"), among the New Grantors (as defined below), grantors listed on the signature pages thereof (such grantors, along with the New Grantors, collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company (formerly known as Wells Fargo Foothill, LLC), as the administrative agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent"). All capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, Grantors and Agent are parties to that certain Trademark Security Agreement;
and

WHEREAS, Grantors and Agent wish to amend the Trademark Security Agreement by joining the "New Grantors" identified on the signature pages hereof as parties thereto and by adding certain Trademarks to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Each New Grantor, by its signature below, becomes a "Grantor" under the Trademark Security Agreement with the same force and effect as if originally named therein as a "Grantor" and each New Grantor hereby agrees to all of the terms and provisions of the Trademark Security Agreement applicable to it as a "Grantor" thereunder. In furtherance of the foregoing, each New Grantor does hereby unconditionally grant, assign, and pledge to Agent, for the benefit of the Lender Group and the Bank Product Providers, to secure the Secured Obligations, a continuing security interest in all of such New Grantor's right, title, and interest in and to the Trademark Collateral.

2. Each Grantor and Agent hereby agree that the Trademarks listed on Schedule I attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto and shall secure all Secured Obligations.

3. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of such Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Agent continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by this Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

4. THE VALIDITY OF THIS AMENDMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

5. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.


6. This Amendment is a Loan Document.

[Signature pages to follow.]


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

NEW GRANTORS:

STOCK BUILDING SUPPLY OF ARKANSAS, LLC,
a Delaware limited liability company

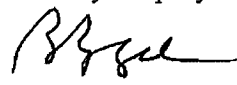
By: 
Name: BRYAN YEAZEL
Title: SVP

STOCK BUILDING SUPPLY WEST (USA), INC.,
a Delaware corporation


By: 
Name: BRYAN YEAZEL
Title: SVP

GRANTORS:

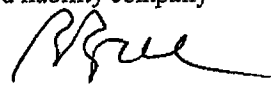
STOCK BUILDING SUPPLY HOLDINGS II, LLC,
a Delaware limited liability company

By: 
Name: BRYAN YEAZEL
Title: SVP

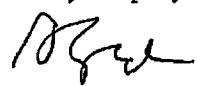
STOCK BUILDING SUPPLY HOLDINGS, LLC,
a Virginia limited liability company

By: 
Name: BRYAN YEAZEL
Title: SVP


COLEMAN FLOOR, LLC,
a Delaware limited liability company

By: 
Name: BRYAN YEAZEL
Title: SVP

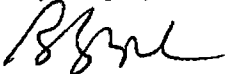
SBS CONSTRUCTION SERVICES OF NEW MEXICO, LLC,
a Delaware limited liability company

By: 
Name: BRYAN YEAZEL
Title: SVP


STOCK BUILDING SUPPLY, LLC,
a North Carolina limited liability company

By: 
Name: BRYAN YEAZEL
Title: SVP


STOCK BUILDING SUPPLY OF FLORIDA, LLC,
a Florida limited liability company

By: 
Name: BRYAN YEAZEL
Title: SVP

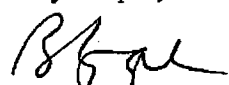
STOCK BUILDING SUPPLY MIDWEST, LLC,
a Delaware limited liability company

By: 
Name: BRYAN YEAZEL
Title: SVP


STOCK BUILDING SUPPLY OF TEXAS, LLC,
a Delaware limited liability company

By: 
Name: BRYAN YEAZEL
Title: SVP

STOCK BUILDING SUPPLY WEST, LLC,
a Utah limited liability company

By: 
Name: BRYAN YEAZEL
Title: SVP

SBS CONSTRUCTION HOLDINGS, LLC,
a Virginia limited liability company

By: 
Name: BRYAN YEAZEL
Title: SVP

ACCEPTED AND ACKNOWLEDGED BY:


AGENT:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company,
formerly known as Wells Fargo Foothill, LLC,
as Agent

By:

Name:

Title:



Amelie Yehroz

SVP

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004180 FRAME: 0360

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Grantor	Country	Trademark	Registration No./Application No.	Registration Date/Filing Date
Stock Building Supply of Arkansas, LLC	USA	National Home Center	1519404	January 3, 1989
Stock Building Supply of Arkansas, LLC	USA	National Home Center	1428015	May 24, 1988