

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wisconsin Building Supply - US LBM, LLC		10/08/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association, as Agent		
<b>Street Address:</b>	Two Tower Center Blvd.		
<b>City:</b>	East Brunswick		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08816		
<b>Entity Type:</b>	National Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77891947	WISCONSIN BUILDING SUPPLY	
<b>Serial Number:</b>	77891960	WISCONSIN BUILDING SUPPLY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(734)623-1625		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(734) 623-1678		
<b>Email:</b>	nhudge@dickinsonwright.com		
<b>Correspondent Name:</b>	Nora Hudge, Paralegal		
<b>Address Line 1:</b>	Dickinson Wright, PLLC		
<b>Address Line 2:</b>	301 East Liberty, Suite 500		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>ATTORNEY DOCKET NUMBER:</b>	37890-6		
<b>NAME OF SUBMITTER:</b>	Nora Hudge, Paralegal		
<b>Signature:</b>	/Nora Hudge/		

OP \$65.00 77891947

**900174821**

**TRADEMARK**

**REEL: 004303 FRAME: 0338**

Date:

10/25/2010

**Total Attachments: 8**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of October 8, 2010 by **WISCONSIN BUILDING SUPPLY – US LBM, LLC**, a Delaware limited liability company (the "*Grantor*"), in favor of **PNC BANK, NATIONAL ASSOCIATION** in its capacity as agent for certain financial institutions (in such capacity, the "*Agent*").

### RECITALS

A. The Grantor has entered into a Revolving Credit and Security Agreement dated on or about the same date as this Agreement (as it may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") with US LBM Holdings, LLC ("*Holdings*"), Bellevue Builders Supply – US LBM, LLC ("*Bellevue Builders*"), East Haven Builders Supply – US LBM, LLC ("*East Haven Builders*"), Hines Building Supply – US LBM, LLC ("*Hines Building*"), Hall and House – US LBM, LLC ("*H&H US LBM*"), Hines Chicago Building Supply – US LBM, LLC ("*Hines Chicago*"), and Universal Supply Company, LLC ("*Universal*") (Grantor, Holdings, Bellevue Builders, East Haven Builders, Hines Building, H&H US LBM, Hines Chicago, and Universal are collectively called the "*Borrowers*"), various financial institutions and the Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Borrowers. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit Agreement.

B. Pursuant to the Credit Agreement, the Grantor is required to execute and deliver to the Agent, for the benefit of the Lenders, this Agreement.

C. Pursuant to the terms of the Credit Agreement, Grantor has granted to the Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration, and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any registrations issuing on any trademark application and any renewals of any trademark registrations, reissues, continuations or extensions thereof and all goodwill associated therewith;

- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “*Trademark Collateral*”);
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any continuations, continuations-in-part or divisionals, reissues, re-examination certificates, or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “*Patent Collateral*”).

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Credit Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its respective duly authorized officer thereunto as of the date first set forth above.

**WISCONSIN BUILDING SUPPLY – US LBM, LLC**

By:   
\_\_\_\_\_  
L.T. Gibson, Chief Executive Officer

Acknowledged:

**PNC BANK, NATIONAL ASSOCIATION,**  
as Lender and as Agent

By: \_\_\_\_\_  
Thomas Humbyrd, Vice President

*Signature Page to Patent & Trademark  
Security Agreement*

**TRADEMARK  
REEL: 004303 FRAME: 0342**

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its respective duly authorized officer thereunto as of the date first set forth above.

**WISCONSIN BUILDING SUPPLY – US LBM, LLC**

By: \_\_\_\_\_  
L.T. Gibson, Chief Executive Officer

Acknowledged:

**PNC BANK, NATIONAL ASSOCIATION,**  
as Lender and as Agent

By: THH  
Thomas Humbyrd, Vice President

*Signature Page to Patent & Trademark  
Security Agreement*

**TRADEMARK  
REEL: 004303 FRAME: 0343**

STATE OF WI )  
 ) ss  
COUNTY OF Brown )

On this \_\_\_\_\_ day of October, 2010, before me personally appeared L. T. Gibson whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the Chief Executive Officer of Wisconsin Building Supply – US LBM, LLC, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

**Christine A. Shaw**  
**Notary Public**  
**State of Wisconsin**

Christine A. Shaw  
Notary Public  
Brown County, ~~Michigan~~ Wisconsin  
Acting in Warren County, Ohio  
My Commission Expires: 2-13-2011

STATE OF OHIO                    )  
  ) ss  
COUNTY OF Cuyahoga    )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of October, 2010 by Thomas Humbyrd, the Vice President of PNC Bank, National Association, on behalf of the corporation.



*Linda P. Finko*

Notary Public  
Cuyahoga County, Ohio  
Acting in Cuyahoga County, Ohio  
My commission expires: January 3, 2015



SCHEDULE 1  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**United States Trademarks, Trademark Applications and Trademark Licenses**

<b>Owner</b>	<b>Mark</b>	<b>Trademark Application Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
Wisconsin Building Supply – US LBM, LLC	WISCONSIN BUILDING SUPPLY		77/891,947		December 11, 2009
Wisconsin Building Supply – US LBM, LLC	WISCONSIN BUILDING SUPPLY (and Design)		77/891,960		December 11, 2009

**Foreign Registrations**

None

**Foreign Applications**

None

SCHEDULE 2  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**Patents, Patent Applications and Patent Licenses**

None