

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST - TRADEMARKS								
CONVEYING PARTY DATA									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Builders FirstSource - Southeast Group, LLC</td> <td></td> <td>12/02/2011</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Builders FirstSource - Southeast Group, LLC		12/02/2011	LIMITED LIABILITY COMPANY: DELAWARE	
Name	Formerly	Execution Date	Entity Type						
Builders FirstSource - Southeast Group, LLC		12/02/2011	LIMITED LIABILITY COMPANY: DELAWARE						
RECEIVING PARTY DATA									
Name:	Highbridge Principal Strategies, LLC, as collateral agent								
Street Address:	40 West 57th Street								
Internal Address:	33rd Floor								
City:	New York								
State/Country:	NEW YORK								
Postal Code:	10019								
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE								
PROPERTY NUMBERS Total: 1									
Property Type	Number	Word Mark							
Serial Number:	73361303	BUILD RIGHT							
CORRESPONDENCE DATA									
Fax Number:	(212)593-5955								
Phone:	212-756-2132								
Email:	scott.kareff@srz.com								
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>									
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP								
Address Line 1:	919 Third Avenue								
Address Line 2:	22nd Floor								
Address Line 4:	New York, NEW YORK 10022								
ATTORNEY DOCKET NUMBER:	041598-0015								
NAME OF SUBMITTER:	Scott Kareff (041598-0015)								

CH \$40.00 73361303

900209170

TRADEMARK
REEL: 004675 FRAME: 0184

Signature:	/kc for sk/
Date:	12/08/2011
Total Attachments: 3 source=Trademark Grant of Security Interest for Builders FisrtSource - Southeast Group, LLC#page1.tif source=Trademark Grant of Security Interest for Builders FisrtSource - Southeast Group, LLC#page2.tif source=Trademark Grant of Security Interest for Builders FisrtSource - Southeast Group, LLC#page3.tif	

GRANT OF A SECURITY INTEREST -- TRADEMARKS

December 2, 2011

WHEREAS, Builders FirstSource - Southeast Group, LLC (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the Trademarks (as defined in the Security Agreement (as defined below)), including those Trademarks listed on the attached Schedule A;

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of December 2, 2011 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Highbridge Principal Strategies, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

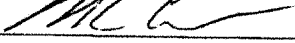
WHEREAS, pursuant to the Security Agreement, as collateral security for the payment, performance and observance of all of the Secured Obligations (as defined in the Security Agreement), the Grantor pledged and granted to the Grantee (and its agents and designees), for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with the goodwill associated therewith and symbolized thereby, and the applications and registrations thereof, and all Proceeds (as defined in the Security Agreement) thereof, and claims or causes of action arising out of or related to any infringement, misappropriation or other violation thereof, including, without limitation, rights to recover for past, present and future violations thereof (the "Collateral").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as collateral security for the payment, performance and observance of all of the Secured Obligations, the Grantor pledges and grants to the Grantee (and its agents and designees) for the benefit of the Secured Parties, a continuing security interest in the Collateral.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest
– Trademarks to be duly executed by its officer thereunto duly authorized as of the date first
written above.

BUILDERS FIRSTSOURCE - SOUTHEAST
GROUP, LLC

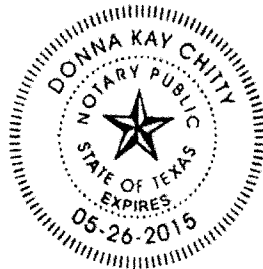
By: 
Name: Chad Crow
Title: Senior Vice President - Finance and
Chief Financial Officer

STATE OF TEXAS

COUNTY OF DALLAS

ss.:

On this 2 day of December, 2011, before me personally came Chad Crow, to
me known to be the person who executed the foregoing instrument, and who, being duly sworn
by me, did depose and say that he is the Senior Vice President - Finance and Chief Financial
Officer of Builders FirstSource - Southeast Group, LLC, and that he executed the foregoing
instrument in the firm name of Builders FirstSource - Southeast Group, LLC, and that he had
authority to sign the same, and he acknowledged to me that he executed the same as the act and
deed of said firm for the uses and purposes therein mentioned.




[NOTARY SEAL]

Signature Page to Grant of a Security Interest - Trademarks

TRADEMARK
REEL: 004675 FRAME: 0187

Schedule A

Company Name	Trademark	Serial No.	Registration Date	Status
Builders FirstSource - Southeast Group, LLC	Build Right and Design	73/361,303	7/26/1983	Active