

## 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	Entity Type
BEP/Lyman, LLC		01/09/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Agent		
Street Address:	Two Tower Center Blvd.		
City:	East Brunswick		
State/Country:	NEW JERSEY		
Postal Code:	08816		
Entity Type:	National Bank: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3579804	FRAMEIT	
Registration Number:	3331347	LUMBERTIME	
Registration Number:	3591861	MILLWORKTIME	
Registration Number:	3760637	TRIMIT	
Registration Number:	3155087	TRUSSTIME	
CORRESPONDENCE DATA			
Fax Number:	(734)623-1625		
Phone:	(734) 623-1678		
Email:	nhudge@dickinsonwright.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:	Nora Hudge, Paralegal		
Address Line 1:	301 East Liberty, Suite 500		
Address Line 2:	Dickinson Wright, PLLC		
Address Line 4:	Ann Arbor, MICHIGAN 48104		

OP \$140.00 3579804

ATTORNEY DOCKET NUMBER:	37890-006
NAME OF SUBMITTER:	Nora Hudge, Paralegal
Signature:	/Nora Hudge/
Date:	02/15/2012
Total Attachments: 7 source=PNC Bank - BEP IP Security Agreement#page1.tif source=PNC Bank - BEP IP Security Agreement#page2.tif source=PNC Bank - BEP IP Security Agreement#page3.tif source=PNC Bank - BEP IP Security Agreement#page4.tif source=PNC Bank - BEP IP Security Agreement#page5.tif source=PNC Bank - BEP IP Security Agreement#page6.tif source=PNC Bank - BEP IP Security Agreement#page7.tif	

## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of January 9, 2012 by **BEP/Lyman, 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 as of July 6, 2011, as amended by Amendment No. 1 to Revolving Credit and Security Agreement dated on or about the date of 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*"), Universal Supply Company, LLC ("*Universal*"), and John H. Myers & Son – US LBM, LLC, a Delaware limited liability company ("*JHM&S – US LBM*") (Grantor, Holdings, Bellevue Builders, East Haven Builders, Hines Building, H&H US LBM, Hines Chicago, Universal, and JHM&S – US LBM 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]

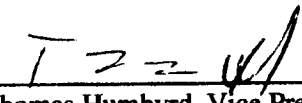
The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its respective duly authorized officer thereunto as of the date first set forth above.

**BEP/LYMAN, 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: 004717 FRAME: 0868**

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.

**BEP/LYMAN, LLC**

By:   
L.T. Gibson, Chief Executive Officer

Acknowledged:

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

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

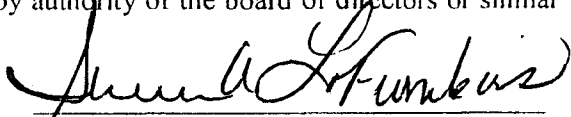
*Signature Page to Patent & Trademark  
Security Agreement*

**TRADEMARK**  
**REEL: 004717 FRAME: 0869**

STATE OF OH )  
 ) ss  
COUNTY OF Warren )

On this 6th day of January, 2012, 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 BEP/Lyman, 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.

**SHERRI A. LAFROMBOIS**  
**NOTARY PUBLIC**  
**STATE OF WISCONSIN**

  
Notary Public  
Brown County, Michigan MI  
Acting in Warren County, OH  
My Commission Expires: 02-17-13

SCHEDULE 1  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

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

<b>Owner</b>	<b>Mark</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
Grantor	FRAMEIT	3579804	7/14/2008	2/24/09
Grantor	LUMBER TIME	3331347	8/8/2005	11/6/2007
Grantor	MILLWORKTIME	3591861	2/26/2007	3/17/2009
Grantor	TRIMIT	3760637	2/24/09	3/16/2010
Grantor	TRUSSTIME	3155087	1/17/2005	10/10/2006

**Foreign Registrations**

None.

**Foreign Applications**

None.



SCHEDULE 2  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**Patents, Patent Applications and Patent Licenses**

None

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