TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lyman Lumber Company		10/28/2011	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	BEP/Lyman, LLC
Street Address:	1990 Larsen Rd
City:	Green Bay
State/Country:	WISCONSIN
Postal Code:	54303
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77521427	FRAMEIT
Serial Number:	78687483	LUMBERTIME

CH $65.00 77521427

CORRESPONDENCE DATA

Fax Number: (248)566-8531
Phone: 248-566-8530
Email: tmdocketing@honigman.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Honigman Miller Schwartz and Cohn, LLP
Address Line 1: 39400 Woodward Avenue, Suite 101
Address Line 4: Bloomfield Hills, MICHIGAN 48304

NAME OF SUBMITTER:	Julie E. Kretzschmer
Signature:	/Julie E. Kretzschmer/
Date:	03/01/2012

Total Attachments: 6
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TRADEMARK ASSIGNMENT

This trademark Assignment (this "**Assignment**") is made as of October 28, 2011 by and between Lyman Holding Company, a Minnesota corporation, Lyman Lumber Company, a Minnesota corporation, Automated Building Components, Inc., a Minnesota corporation, Building Material Wholesalers, Inc., a Minnesota corporation, Lyman Lumber of Wisconsin, a Minnesota corporation and Carpentry Contractors Corp., a Minnesota corporation (collectively, the "**Assignor**"), and BEP/Lyman, LLC, a limited liability company organized under the laws of Delaware ("**Assignee**").

WHEREAS, Assignor owns all right, title and interest in and to the trademarks and service marks listed on the attached Schedule, and all related applications and registrations pertaining thereto, including any and all rights, priorities and privileges of Assignor provided under United States, state or foreign law, or multinational law, compact, treaty, protocol convention or organization, with respect to the foregoing, and all goodwill associated therewith (collectively, the "**Marks**");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated October 6, 2011, as amended (the "**APA**"), pursuant to which Assignor has agreed to convey to Assignee the Acquired Assets, including the Marks Patents. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the APA;

WHEREAS, in accordance with the APA, Assignor has agreed to assign to Assignee and Assignee has agreed to accept the assignment of all rights in the Marks;

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor does hereby sell, assign, convey, transfer and deliver to Assignee all right, title and interest in and to: (i) the Marks and all of the goodwill associated therewith; (ii) all income, royalties, damages, and payments now or hereafter due or payable with respect to the Marks; (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement thereof; and (iv) all rights corresponding to the foregoing throughout the world, in each case, free and clear of all Encumbrances (other than Permitted Liens of which the Sale Approval Order does not provide for the Hull Designs to be sold free and clear) the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that it would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Pursuant to the terms and conditions of the APA and the Sale Approval Order, the Marks assigned pursuant hereto, shall be free and clear of any liens, security interests, pledges, encumbrances or other interests.

3. Assignor hereby authorizes the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

4. Assignor agrees to take, or cause to be taken, without further consideration, all such other and further actions as may be required by Assignee to effect the assignment contemplated hereby, including, without limitation, executing all documents necessary to perfect the right title and interest in and to the Marks of the Assignee, its successors, assigns, and legal representatives.

5. This Assignment is executed and delivered pursuant to the APA. Nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change or rescind the provisions of the APA, including the warranties, covenants, agreements, conditions, or in general, any rights, remedies or obligations as set forth in the APA, and in the event of any conflict between the terms and conditions of the APA and the terms and conditions of this Assignment, the APA shall control.

6. To the extent not governed by the Bankruptcy Code, this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. The parties agree that the Bankruptcy Court shall have exclusive jurisdiction over any disputes hereunder, and they each hereby consent to such jurisdiction.

7. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

8. The parties hereto each warrant and represent that it has the right and authority to enter into this Assignment. Assignor warrants and represents that it holds the full and entire rights, title and interest in and to the Marks and that no third party has or retains any right in or to the Marks.

9. Assignor agrees to defend, indemnify, protect and hold the Assignee (together with its Affiliates, and their respective members, officers, directors, employees, agents, successors and assigns, the "Indemnified Party"), harmless from and against any damages, losses, Liabilities, Claims, Interests, Taxes, Liens, Encumbrances, Post-Petition Costs, Cure Costs, Specified Obligations, interest or expenses (including, without limitation, reasonable attorneys' fees and expenses), suffered, incurred or paid, directly or indirectly, as a result of, arising out of, in any way related to, or in connection with any Excluded Liabilities (whether or not involving a third party claim or a claim by the Indemnified Party).

10. Assignor agrees to defend, indemnify, protect and hold the Assignee (together with its Affiliates, and their respective members, officers, directors, employees, agents, successors and assigns, the "Indemnified Party"), harmless from and against any damages, losses, Liabilities, Claims, Interests, Taxes, Liens, Encumbrances, Post-Petition Costs, Cure Costs, Specified Obligations, interest or expenses (including, without limitation, reasonable attorneys' fees and expenses), suffered, incurred or paid, directly or

indirectly, as a result of, arising out of, in any way related to, or in connection with a breach of any of Assignor's representations, warranties, covenants or agreements set forth in this Agreement (whether or not involving a third party claim or a claim by the Indemnified Party).

11. Except as otherwise set forth herein with respect to the APA, this Assignment sets forth the entire agreement and understanding of the parties with respect to the transactions contemplated hereby and supersedes any prior instruments, arrangements and understandings relating to the subject matter hereof.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the first date written above.

LYMAN HOLDING COMPANY

By:_____
Name: James E. Hurd
Title: President and Chief Executive Officer

LYMAN LUMBER COMPANY

By:_____
Name: James E. Hurd
Title: President and Chief Executive Officer

AUTOMATED BUILDING COMPONENTS, INC.

By:_____
Name: James E. Hurd
Title: President and Chief Executive Officer

BUILDING MATERIAL WHOLESALERS, INC.

By:_____
Name: James E. Hurd
Title: President and Chief Executive Officer

LYMAN LUMBER OF WISCONSIN, INC.

By:_____
Name: James E. Hurd
Title: President and Chief Executive Officer

CARPENTRY CONTRACTORS CORP.

By:_____
Name: James E. Hurd
Title: President and Chief Executive Officer

STATE OF MINNESOTA)

COUNTY OF HENNEPIN)

On this 26th day of October, 2011, personally appeared before me James E Hurd, known to me to be James E. Hurd, President of the Assignor, who acknowledged that he/she signed this instrument as a free act on behalf of the Assignor.

Notary Public_____
My commission expires: 1-31-2015

JUDITH PERTTULA
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2015

AGREED AND ACKNOWLEDGED:

BEP/LYMAN, LLC

By:_____
Name: Bryan Tolles
Title: Vice President

Signature page to Trademark Assignment

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the first date written above.

LYMAN HOLDING COMPANY

By:_____
Name: James E. Hurd
Title: President and Chief Executive Officer

LYMAN LUMBER COMPANY

By:_____
Name: James E. Hurd
Title: President and Chief Executive Officer

AUTOMATED BUILDING COMPONENTS, INC.

By:_____
Name: James E. Hurd
Title: President and Chief Executive Officer

BUILDING MATERIAL WHOLESALERS, INC.

By:_____
Name: James E. Hurd
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LYMAN LUMBER OF WISCONSIN, INC.

By:_____
Name: James E. Hurd
Title: President and Chief Executive Officer

CARPENTRY CONTRACTORS CORP.

By:_____
Name: James E. Hurd
Title: President and Chief Executive Officer

STATE OF MINNESOTA)

COUNTY OF HENNEPIN)

On this ____ day of _____, 2011, personally appeared before me _____, known to me to be James E. Hurd, President of the Assignor, who acknowledged that he/she signed this instrument as a free act on behalf of the Assignor.

Notary Public
My commission expires:_____

AGREED AND ACKNOWLEDGED:

BEP/LYMAN, LLC

By:_____
Name: Bryan Tolles
Title: Vice President

Signature page to Trademark Assignment

Schedule to Trademark Assignment

MARKS

	Serial Number	Reg. Number	Word Mark	Reg. date
1	77521427	3579804	FRAMEIT	2/24/09
2	78687483	3331347	LUMBERTIME	11/6/07
3	77116099	3591861	MILLWORKTIME	3/17/09
4	77788857	3760637	TRIMIT	3/16/10
5	78548505	3155087	TRUSSTIME	10/10/06

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