900256472 05/29/2013

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust Company, as Collateral Trustee		105/29/2013	Banking Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Builders FirstSource - Atlantic Group, LLC	
Street Address:	5330 Spectrum Drive	
Internal Address:	Suite L	
City:	Frederick	
State/Country:	MARYLAND	
Postal Code:	21703	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2885752	SYNBOARD

CORRESPONDENCE DATA

Fax Number: 2127514864

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 212-906-1200

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

885 Third Avenue Address Line 1: Address Line 2: **Suite 1000**

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 045214-0002 NAME OF SUBMITTER: Angela M. Amaru

REEL: 005036 FRAME: 0844

TRADEMARK

900256472

Signature:	/s/ Angela M. Amaru
Date:	05/29/2013
Total Attachments: 4 source=BFS - wilmington IP Release_Atlantic Group 4140-0118#page1.tif source=BFS - wilmington IP Release_Atlantic Group 4140-0118#page2.tif source=BFS - wilmington IP Release_Atlantic Group 4140-0118#page3.tif source=BFS - wilmington IP Release_Atlantic Group 4140-0118#page4.tif	

TRADEMARK REEL: 005036 FRAME: 0845

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of May 29, 2013, from Wilmington Trust Company as Collateral Trustee (the "<u>Trustee</u>") for certain secured parties (the "<u>Secured Parties</u>"), to Builders FirstSource - Atlantic Group, LLC, a Delaware limited liability company with its principal place of business located at 5330 Spectrum Drive, Suite L, Frederick, Maryland 21703 (formerly 2001 Bryan Street, Suite 1600, Dallas, TX 75201) ("<u>Debtor</u>").

WITNESSETH:

WHEREAS, pursuant to the Second Lien Pledge and Security Agreement dated January 21, 2010 made by the Debtors in favor of the Trustee (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Debtors to the Trustee in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to the Trademark Collateral Assignment and Security Agreement dated January 21, 2010, between the Trustee and Debtor (the "<u>Trademark Security Agreement</u>"), Debtor, by reference to the Security Agreement, reaffirmed its intent to grant a Security Interest to the Trustee specifically in certain Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on January 29, 2010 at Reel 4140 and Frame 0118; and

WHEREAS, the Trustee now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Trustee hereby states as follows:

- 1. <u>Definitions</u>. The term "Trademark Collateral," as used herein, shall mean all of the Debtor's right, title and interest of every kind and nature as of the date hereof in the Trademark(s) listed on Schedule A hereto. The term "Trademarks" shall have the meaning set forth in the Security Agreement and the Trademark Security Agreement.
- 2. <u>Release of Security Interest</u>. The Trustee hereby terminates, cancels, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Trustee in such Trademark Collateral is hereby reassigned, regranted and reconveyed to Debtor, without representation of warranty of any kind, nature or description.
- 3. <u>Further Assurances</u>. The Trustee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

TRADEMARK
REEL: 005036 FRAME: 0846

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

WILMINGTON TRUST COMPANY

W.T.Mint

Name:

Title:

W.Thomas Morris, II Vice President

STATE OF NELXWIRE)
COUNTY OF NEW LASTLE))

SS.:

au t
On this 3 day of <u>May</u> , 20 <u>13</u> , before me personally appeared
WT MORKIS II to me known who, being by me duly sworn, did depose and say that
he/she is of Wilmington Trust Company, described herein and which
executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to th
authority granted by Wilmington Trust Company.

Notary Public

MARLA A. APOSTOLICO NOTARY PUBLIC STATE OF DELAWARE

My Commission Expires 03-07-2017

 $(\underline{Affix\ Seal\ Below})$



001547-0001-13099-14018340

TRADEMARK REEL: 005036 FRAME: 0848

Schedule A

U.S. Trademarks

Trademark	Registration Number
SYNBOARD	2885752

001547-0001-13099-14018340

RECORDED: 05/29/2013

TRADEMARK REEL: 005036 FRAME: 0849