

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		05/29/2013	Banking Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Builders FirstSource - Intellectual Property, L.P.		
Street Address:	2001 Bryan Street		
Internal Address:	Suite 1600		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2938424	1 BUILDERS FIRSTSOURCE	
Registration Number:	2938423	BUILDERS FIRSTSOURCE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	045214-0002		
NAME OF SUBMITTER:	Angela M. Amaru		

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

**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 "Trustee") for certain secured parties (the "Secured Parties"), to Builders FirstSource – Intellectual Property, L.P., a Delaware limited partnership with its principal place of business located at 2001 Bryan Street, Suite 1600, Dallas, Texas 75201 ("Debtor").

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 "Trademark Security Agreement"), 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 0206; 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. Definitions. 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. Release of Security Interest. 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. Further Assurances. 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.

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

By: W.T. Morris II
Name:
Title: **W. Thomas Morris, II**
Vice President

STATE OF DELAWARE)
COUNTY OF NEWCASTLE)

ss.:

On this 28TH day of MAY, 2013 before me personally appeared WT MORRIS II to me known who, being by me duly sworn, did depose and say that he/she is VP of Wilmington Trust Company, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by Wilmington Trust Company.



Notary Public

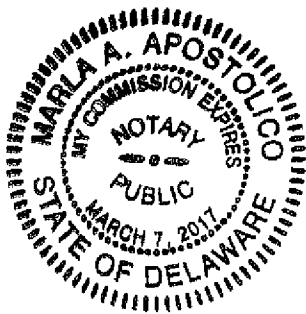
MARLA A. APOSTOLICO

NOTARY PUBLIC

STATE OF DELAWARE

My Commission Expires 03-07-2017

(Affix Seal Below)



Schedule A

U.S. Trademarks

Trademark	Registration Number
1 BUILDERS FIRSTSOURCE and Design	2938424
BUILDERS FIRSTSOURCE	2938423