

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HIGHBRIDGE PRINCIPAL STRATEGIES, LLC, as Collateral Agent		05/29/2013	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Builders FirstSource - Southeast Group, LLC		
<b>Street Address:</b>	4430-4450 Arco Lane		
<b>City:</b>	Charleston		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29418		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73361303	BUILD RIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	212-906-1200		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	885 Third Avenue		
<b>Address Line 2:</b>	Suite 1000		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	045214-0002		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		

CH \$40.00 73361303

Signature:	/s/ Angela M. Amaru
Date:	05/29/2013
Total Attachments: 3 source=BFS - Highbridge Release- Southeast Group LLC 4675-0184#page1.tif source=BFS - Highbridge Release- Southeast Group LLC 4675-0184#page2.tif source=BFS - Highbridge Release- Southeast Group LLC 4675-0184#page3.tif	

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is made as of May 29, 2013 (the "Effective Date") by **HIGHBRIDGE PRINCIPAL STRATEGIES, LLC**, a Delaware limited liability company, in its capacity as Collateral Agent for itself and certain lenders (in such capacity, the "Grantee"), in favor of **BUILDERS FIRSTSOURCE – SOUTHEAST GROUP, LLC** (the "Grantor").

**WHEREAS**, pursuant to the terms and conditions of that certain Grant of a Security Interest – Trademarks, dated as of December 2, 2011 (the "Trademark Security Agreement"), made by the Grantor in favor of the Grantee, the Grantor granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement referred to in the Trademark Security Agreement), a continuing security interest in and to all of the Collateral (as defined in the Trademark Security Agreement), including, without limitation, the trademarks set forth on Schedule 1 attached hereto;

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 9, 2011, at Reel/Frame 4675/0184; and

**WHEREAS**, Grantor has requested and Grantee has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest and continuing lien on the Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee, without any representation or warranty, and without recourse to Grantee or any Secured Party, hereby (a) terminates the Trademark Security Agreement, and (b) terminates, cancels and releases any and all security interests it has against the Collateral.

For the avoidance of doubt, nothing in this Release of Security Interest in Trademarks shall be deemed a representation or warranty with respect to the Collateral, the Grantor's or the Grantee's right, title or interest therein or thereto, or the release granted herein, and neither the Grantor nor any other third party shall have any recourse against the Collateral Agent or any Secured Party, in any way in connection with the Collateral or this Release of Security Interest in Trademarks.

\* \* \* \* \*

*The remainder of this page is intentionally left blank.*

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**HIGHBRIDGE PRINCIPAL STRATEGIES, LLC**, as Collateral Agent

By:   
Name: Vikas Keswani  
Title: Managing Director

STATE OF NEW YORK    )  
                                  )  
COUNTY OF NEW YORK )           ss.:

On this 27 day of May, 2013, before me personally appeared Vikas Keswani to me known who, being by me duly sworn, did depose and say that he is the Managing Director of HIGHBRIDGE PRINCIPAL STRATEGIES, LLC, described herein and which executed the foregoing instrument, and that he signed his name thereto pursuant to the authority granted by HIGHBRIDGE PRINCIPAL STRATEGIES, LLC.

  
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Notary Public

NOELLE M MACHEDA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MA6265144  
Qualified In New York County  
My Commission Expires July 09, 2016

*[Signature Page to Release of Security Interest In Trademarks]*

**TRADEMARK**  
**REEL: 005036 FRAME: 0947**

**SCHEDULE 1**  
**to**  
**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**Trademark Registrations**

<b>Company Name</b>	<b>Trademark</b>	<b>Serial No.</b>	<b>Registration Date</b>
Builders FirstSource – Southeast Group, LLC	Build Right and Design	73/361,303	07/26/1983