

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
HIGHBRIDGE PRINCIPAL STRATEGIES, LLC, as Collateral Agent		05/29/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Builders FirstSource - Intellectual Property, LP		
Street Address:	2001 Bryan Street		
Internal Address:	Suite 1600		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75756802	BUILDERS FIRSTSOURCE	
Serial Number:	75777476	1 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		

CH \$65.00 75756802

NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	05/29/2013
Total Attachments: 3 source=BFS Release - Highbridge 4675-0088#page1.tif source=BFS Release - Highbridge 4675-0088#page2.tif source=BFS Release - Highbridge 4675-0088#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 – INTELLECTUAL PROPERTY, LP** (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 4675/0088; 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 Grantor 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.

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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)
)
) ss.:
COUNTY OF NEW YORK)

On this 26 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.


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: 0994**

SCHEDULE 1
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations

Company Name	Trademark	Serial No.	Registration Date
Builders FirstSource – Intellectual Property, LP	Builders FirstSource	75/756,802	04/05/2005
Builders FirstSource – Intellectual Property, LP	Builders FirstSource and Design	75/777,476	04/05/2005