

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Builders FirstSource - Intellectual Property, LP		05/29/2013	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Collateral Agent		
Street Address:	303 Peachtree Street		
Internal Address:	25th Floor MC: 7662		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2938423	BUILDERS FIRSTSOURCE	
Registration Number:	2938424	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		
NAME OF SUBMITTER:	Angela M. Amaru		

CH \$65.00 2938423

Signature:	/s/ Angela M. Amaru
Date:	05/29/2013
Total Attachments: 5 source=BFS ABL Trademark Security Agreement#page1.tif source=BFS ABL Trademark Security Agreement#page2.tif source=BFS ABL Trademark Security Agreement#page3.tif source=BFS ABL Trademark Security Agreement#page4.tif source=BFS ABL Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of May 29, 2013, by and among Builders FirstSource – Intellectual Property, L.P., a Texas limited partnership, Builders FirstSource – Atlantic Group, LLC, a Delaware limited liability company, and Builders FirstSource – Southeast Group, LLC, a Delaware limited liability company, (each individually, a “Grantor”), in favor of SUNTRUST BANK, in its capacity as collateral agent pursuant to the Security Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, each Grantor is party to a Security Agreement, dated as of May 29, 2013 (as it may be from time to time amended, restated, modified or supplemented, the “Security Agreement”), in favor of the Collateral Agent pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the promises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement (as defined in the Security Agreement), each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent on behalf of and for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following pledged Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

SECTION 5. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 7. Intercreditor Agreements. Reference is made to the ABL/Bond Intercreditor Agreement, dated as of May 29, 2013, among SunTrust Bank, as ABL Agent (as defined in the ABL/Bond Intercreditor Agreement) for the ABL Secured Parties referred to therein; Wilmington Trust, National Association, as Notes Collateral Agent (as defined in the ABL/Bond Intercreditor Agreement) for the Notes Secured Parties referred to therein; each Additional Part Notes Debt Agent (as defined in the ABL/Bond Intercreditor Agreement), for the Pari Notes Debt Secured Parties referred to therein; Builders FirstSource, Inc. and the Subsidiaries of Builders FirstSource, Inc. party thereto (the "ABL/Bond Intercreditor Agreement"). Each Person that is secured hereunder, by accepting the benefits of the security provided hereby, (i) consents (or is deemed to consent), to the subordination of Liens provided for in the ABL/Bond Intercreditor Agreement, (ii) agrees (or is deemed to agree) that it will be bound by, and will take no actions contrary to, the provisions of the ABL/Bond Intercreditor Agreement, (iii) authorizes (or is deemed to authorize) the ABL Agent on behalf of such Person to enter into, and perform under, the ABL/Bond Intercreditor Agreement and (iv) acknowledges (or is deemed to acknowledge) that a copy of the ABL/Bond Intercreditor Agreement was delivered, or made available, to such Person.

Notwithstanding any other provision contained herein, this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the ABL/Bond Intercreditor Agreement and, to the extent provided therein, the applicable Security Documents (as defined in the ABL/Bond Intercreditor Agreement). In the event of any conflict or inconsistency between the provisions of this Trademark Security Agreement and the ABL/Bond Intercreditor Agreement, the provisions of the ABL/Bond Intercreditor Agreement shall control.

SECTION 8. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

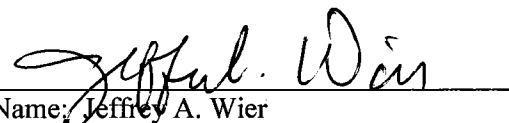
[signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

BUILDERS FIRSTSOURCE –
INTELLECTUAL PROPERTY, L.P.
BUILDERS FIRSTSOURCE – ATLANTIC
GROUP, LLC

BUILDERS FIRSTSOURCE –
SOUTHEAST GROUP, LLC


By:



Name: Jeffrey A. Wier

Title: Vice President and Assistant Secretary

SUNTRUST BANK,
as Collateral Agent

By:  _____



Name: C. Graham Sones

Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Builders FirstSource – Intellectual Property, L.P.	2938423	Builders FirstSource
Builders FirstSource – Intellectual Property, L.P.	2938424	Builders FirstSource 
Builders FirstSource – Atlantic Group, LLC	2885752	Synboard
Builders FirstSource – Southeast Group, LLC	1246651	Build Right 

Applications:

None.