

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A. (successor by merger to NationsBank, N.A.)		06/28/2013	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Builders FirstSource - Southeast Group, LLC (f/k/a Pelican Companies, Inc.)		
Street Address:	4430-4450 Arco Lane		
City:	Charleston		
State/Country:	SOUTH CAROLINA		
Postal Code:	29418		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1246651	BUILD RIGHT	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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) 455-7803		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Jodie Sopher Pimentel, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	001547/0001		
NAME OF SUBMITTER:	Jodie Sopher Pimentel		
Signature:	/jsp/		

CH \$40.00 1246651

Date:

07/17/2013

Total Attachments: 3

source=BoABuildersFSGLLCTMRelease#page1.tif

source=BoABuildersFSGLLCTMRelease#page2.tif

source=BoABuildersFSGLLCTMRelease#page3.tif

## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of June 28, 2013, from Bank of America, N.A. (successor by merger to NationsBank, N.A.), as Agent (the "Agent") to Builders FirstSource – Southeast Group, LLC, a Delaware limited liability company with its principal place of business located at 4430-4450 Arco Lane, Charleston, South Carolina 29418 (f/k/a Pelican Companies, Inc., a South Carolina corporation) (the "Obligor").

### WITNESSETH:

WHEREAS, pursuant to the Security Agreement made by the Obligors in favor of the Agent dated as of December 30, 1998 (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Obligors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Notice of Grant of Security Interest in Trademarks, between the Agent and Obligor (the "Trademark Security Agreement"), Obligor, by reference to the Security Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on January 25, 1999 at Reel 1844 and Frame 0584; and

WHEREAS, the Agent 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 Agent hereby states as follows:

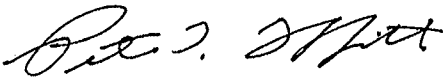
1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Obligor's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Security Agreement and Trademark Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. At Obligor's expense, the Agent 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.

BANK OF AMERICA, N.A., (successor by merger to NATIONSBANK, N.A.), as Agent

By: 

Name:

Title:

**Peter D. Griffith**  
Managing Director

Schedule A

U.S. Trademarks

Trademark	Registration Number
BUILD RIGHT and Design	1246651