

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amendment to Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BUILDING MATERIALS HOLDING CORPORATION		09/20/2013	CORPORATION: DELAWARE
ILLINOIS FRAMING, INC.		09/20/2013	CORPORATION: DELAWARE
BMC WEST CORPORATION		09/20/2013	CORPORATION: DELAWARE
SELECTBUILD CONSTRUCTION, INC.		09/20/2013	CORPORATION: DELAWARE
BUILDING MATERIALS CONSTRUCTION SERVICES, INC.	FORMERLY SelectBuild Northern California, Inc.	09/20/2013	CORPORATION: DELAWARE
C CONSTRUCTION, INC.		09/20/2013	CORPORATION: DELAWARE
TWF CONSTRUCTION, INC.		09/20/2013	CORPORATION: DELAWARE
H.N.R. FRAMING SYSTEMS INC.		09/20/2013	CORPORATION: CALIFORNIA
SELECTBUILD SOUTHERN CALIFORNIA, INC.		09/20/2013	CORPORATION: DELAWARE
SELECTBUILD NEVADA, INC.		09/20/2013	CORPORATION: DELAWARE
SELECTBUILD ARIZONA, LLC		09/20/2013	LIMITED LIABILITY COMPANY: DELAWARE
SELECTBUILD ILLINOIS, LLC		09/20/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Capital Finance, LLC, as Agent
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000W
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90404
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark

Registration Number:	4109852	BMC BUILDING MATERIALS AND CONSTRUCTION
Serial Number:	85766394	BMC
Serial Number:	85823830	READY-FRAME

**CORRESPONDENCE DATA**

Fax Number: 2136270705  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 213.683.5698  
 Email: MinetteTayco@paulhastings.com  
 Correspondent Name: Minette M. Tayco, c/o Paul Hastings LLP  
 Address Line 1: 515 S. Flower Street, 25th Floor  
 Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	BMHC(77456.57): TRADEMARK
NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	09/20/2013

**Total Attachments: 6**  
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## AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT TO TRADEMARK SECURITY AGREEMENT**, dated as of September 20, 2013 (this "Amendment"), is delivered pursuant to that certain Trademark Security Agreement, dated as of January 4, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), among the Grantors from time to time signatory thereto (each referred to hereinafter individually as a "Grantor" and collectively, jointly, and severally as "Grantors"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company, formerly known as Wells Fargo Foothill, LLC, in its capacity as the agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent"). All initially capitalized terms used herein (including the preamble and recitals hereof) without definition shall have the meanings assigned to such terms in the Trademark Security Agreement or, if not defined therein, the Amended and Restated Security Agreement dated as of September 20, 2013, by and among the Grantors and Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

**WHEREAS**, Grantors and Agent are parties to the Trademark Security Agreement, as recorded with the United States Patent and Trademark Office on January 5, 2010 at Reel 004124, Frame 0945, and (a) that certain IP Supplement dated as of January 6, 2010 (the "IP Supplement"), as recorded with the United States Patent and Trademark Office on February 12, 2010 at Reel 004149, Frame 0234.

**WHEREAS**, Grantors and Agent wish to make certain amendments to the Trademark Security Agreement by amending, among other things, Schedule I to the Trademark Security Agreement to add the trademarks appearing on Schedule I hereto to the Trademark Collateral, and Grantors and Agent have agreed to do so.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Amendments to Trademark Security Agreement.

(a) The Trademark Security Agreement is hereby amended by replacing any and all references to "Wells Fargo Foothill, LLC" with "Wells Fargo Capital Finance, LLC" and any and all references to "WFF" with "WFCF".

(b) The Trademark Security Agreement is hereby amended by replacing any and all references to "January 4, 2009" with "January 4, 2010".

(c) Section 8 of the Trademark Security Agreement is hereby amended by amending and restating such section in its entirety as follows:

"8. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; AND JUDICIAL REFERENCE PROVISION. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 16 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS.*"

(d) Schedule I to the Trademark Security Agreement is hereby amended by adding the Trademark Collateral listed on Schedule I attached hereto (the "Additional Trademark Collateral"), which such Additional Trademark Collateral shall be and become part of the Trademark Collateral

referred to in the Trademark Security Agreement and Schedule I attached thereto (as supplemented by the IP Supplement) and shall secure all Secured Obligations.

2. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of such Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement (as supplemented by the IP Supplement) prior to the effectiveness of this Amendment; provided, that such grant shall be of a second priority security interest; (b) unconditionally grants, assigns, and pledges to Agent, for the benefit of the Secured Parties, continuing second priority security interests in all of such Grantor's right, title, and interest in, to, and under the Additional Trademark Collateral identified on Schedule I attached hereto; and (c) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; AND JUDICIAL REFERENCE PROVISION. THIS AMENDMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 16 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

4. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

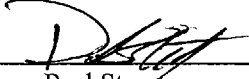
5. This Amendment is a Loan Document.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

**GRANTORS:**

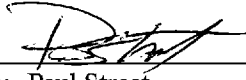
BUILDING MATERIALS HOLDING CORPORATION, a Delaware corporation

By:   
Name: Paul Street  
Title: Chief Administrative Officer

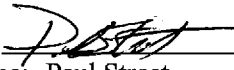
ILLINOIS FRAMING, INC., a Delaware corporation

By:   
Name: Paul Street  
Title: Chief Executive Officer


BMC WEST CORPORATION, a Delaware corporation

By:   
Name: Paul Street  
Title: Chief Executive Officer


SELECTBUILD CONSTRUCTION, INC., a Delaware corporation

By:   
Name: Paul Street  
Title: Chief Executive Officer

BUILDING MATERIALS CONSTRUCTION SERVICES, INC., a Delaware corporation (f/k/a SelectBuild Northern California, Inc.)

By:   
Name: Paul Street  
Title: Chief Executive Officer


C CONSTRUCTION, INC., a Delaware corporation

By:   
Name: Paul Street  
Title: Chief Executive Officer


TWF CONSTRUCTION, INC., a Delaware corporation

By:   
Name: Paul Street  
Title: Chief Executive Officer


H.N.R. FRAMING SYSTEMS INC., a California corporation

By:   
Name: Paul Street  
Title: Chief Executive Officer

SELECTBUILD SOUTHERN CALIFORNIA, INC., a Delaware corporation

By:   
Name: Paul Street  
Title: Chief Executive Officer


SELECTBUILD NEVADA, INC., a Delaware corporation

By:   
Name: Paul Street  
Title: Chief Executive Officer

[SIGNATURE PAGE TO AMENDMENT TO TRADEMARK SECURITY AGREEMENT]


SELECTBUILD ARIZONA, LLC, a Delaware  
limited liability company

By: SelectBuild Construction, Inc.

By:   
Name: Paul Street  
Title: Chief Executive Officer

SELECTBUILD ILLINOIS, LLC, a Delaware  
limited liability company

By: SelectBuild Construction, Inc.

By:   
Name: Paul Street  
Title: Chief Executive Officer


[SIGNATURE PAGE TO AMENDMENT TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005115 FRAME: 0297**

Accepted and Acknowledged by:

**AGENT:**

WELLS FARGO CAPITAL FINANCE, LLC, a  
Delaware limited liability company

By: 

Name: Daniel Whitwer

Title: Senior Vice President

**SCHEDULE I**  
to  
**AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

**Trademark Registration**

<b>Owner</b>	<b>Trademark</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Reg. Number</b>	<b>Reg. Date</b>
Building Materials Holding Corporation	BMC (stand-alone)	85766394	10/29/2012	N/A	N/A
Building Materials Holding Corporation	BMC Building Materials and Construction Services (tagline)	85,181,688	11/19/2010	4,109,852	3/6/2012
Building Materials Holding Corporation	READY-FRAME (word mark & design mark)	85,823,830	01/15/2013	N/A	N/A