

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM311250

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
US LBM Holdings, LLC		05/02/2014	LIMITED LIABILITY COMPANY: DELAWARE
BEP/Lyman, LLC		05/02/2014	LIMITED LIABILITY COMPANY: DELAWARE
Desert Lumber # US LBM, LLC		05/02/2014	LIMITED LIABILITY COMPANY:
Hines Building Supply - US LBM, LLC		05/02/2014	LIMITED LIABILITY COMPANY:
Wisconsin Building Supply - US LBM, LLC		05/02/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Banking corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	86099520	CARPENTRYTIME	
Registration Number:	4437739	YOUR BUILDING RESOURCE	
Registration Number:	3905918	WISCONSIN BUILDING SUPPLY	
Registration Number:	3905919	WISCONSIN BUILDING SUPPLY	
Registration Number:	3760637	TRIMIT	
Registration Number:	3579804	FRAMEIT	
Registration Number:	3591861	MILLWORKTIME	
Registration Number:	3331347	LUMBERTIME	
Registration Number:	3155087	TRUSSTIME	
Serial Number:	86178024	FASTENER PROS	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
900295661		TRADEMARK REEL: 005325 FRAME: 0775	

CH \$265.00 86099520

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 735-3717
Email: Elena.Keil@skadden.com
Correspondent Name: Elena O. Keil
Address Line 1: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 2: Four Times Square
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2605
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NAME OF SUBMITTER:	Elena O. Keil
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SIGNATURE:	/Elena Keil/
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DATE SIGNED:	07/18/2014
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Total Attachments: 8

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**TRADEMARK SECURITY AGREEMENT
(TERM LOAN FACILITY)**

TRADEMARK SECURITY AGREEMENT (TERM LOAN FACILITY), dated as of May 2, 2014 (as amended, restated or otherwise modified from time to time, the "Trademark Security Agreement"), by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor" and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, ("Credit Suisse"), in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, Grantors are party to a Pledge and Security Agreement (Term Loan Facility) dated as of May 2, 2014 (the "Security Agreement") by and among each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree 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 unconditionally grants, collaterally assigns, and pledges to Collateral Agent for the benefit of the Secured Parties to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title, and interest in and to the following, whether now owned, existing or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) (i) all of such Grantor's Trademarks and Trademark Licenses, including without limitation those referred to on Schedule I hereto (provided, that the Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided further, that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1051(c) (or any successor provision) or a statement of use pursuant to 15. U.S.C. Section 1051(d) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, and (iv) the right to sue for past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill; and

(b) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

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 for the Secured Parties pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, 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. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Collateral Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

SECTION 4. Authorization to Supplement. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

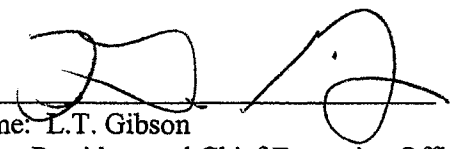
SECTION 5. Intercreditor Agreement. All rights and obligations of the Collateral Agent under this Trademark Security Agreement shall be subject to the Intercreditor Agreement.

SECTION 6. Applicable Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


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

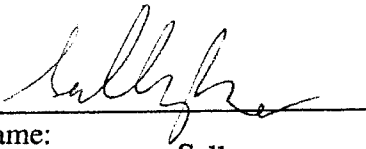
**US LBM HOLDINGS, LLC
BEP/LYMAN, LLC
DESERT LUMBER – US LBM, LLC
HINES BUILDING SUPPLY – US LBM,
LLC
WISCONSIN BUILDING SUPPLY – US
LBM, LLC**

By: 
Name: L.T. Gibson
Title: President and Chief Executive Officer

Accepted and Agreed:

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,**
as Collateral Agent

By: 
Name: VIPUL DHADDA
Title: AUTHORIZED SIGNATORY

By: 
Name: Sally Reyes
Title: Authorized Signatory

[Trademark Security Agreement]

TRADEMARK
REEL: 005325 FRAME: 0780

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Attached.

TRADEMARKS

Mark	Source	Status	App. Date/ No. Reg. Date/No.	Owner
CARPENTRYTIME	USPTO	Pending	App 23-OCT-2013 App 86099520	BEP/LYMAN, LLC
YOUR BUILDING RESOURCE	USPTO	Registered Supplemental Register	App 11-MAR-2013 App 85872217 Reg 19-NOV-2013 Reg 4437739	US LBM HOLDINGS, LLC
WISCONSIN BUILDING SUPPLY ¹	USPTO	Registered Supplemental Register	App 11-DEC-2009 App 77891947 Reg 11-JAN-2011 Reg 3905918	WISCONSIN BUILDING SUPPLY-US LBM, LLC
 WISCONSIN BUILDING SUPPLY ²	USPTO	Registered Supplemental Register	App 11-DEC-2009 App 77891960 Reg 11-JAN-2011 Reg 3905919	WISCONSIN BUILDING SUPPLY-US LBM, LLC
TRIMIT ³	USPTO	Registered	App 24-JUL-2009 App 77788857 Reg 16-MAR-2010 Reg 3760637	BEP/LYMAN, LLC
FRAMEIT ⁴	USPTO	Registered	App 14-JUL-2008 App 77521427 Reg 24-FEB-2009 Reg 3579804	BEP/LYMAN, LLC
MILLWORKTIME ⁵	USPTO	Registered	App 26-FEB-2007 App 77116099 Reg 17-MAR-2009 Reg 3591861	BEP/LYMAN, LLC
LUMBERTIME ⁶	USPTO	Registered	App 08-AUG-2005 App 78687483 Reg 06-NOV-2007 Reg 3331347	BEP/LYMAN, LLC
TRUSSTIME ⁷	USPTO	Registered	App 17-JAN-2005	BEP/LYMAN, LLC

¹ There is a security interest recorded in the name of Wells Fargo against this U.S. registration

² There is a security interest recorded in the name of Wells Fargo against this U.S. registration


³ There is a security interest recorded in the name of Wells Fargo against this U.S. registration

⁴ There is a security interest recorded in the name of Wells Fargo against this U.S. registration

⁵ There is a security interest recorded in the name of Wells Fargo against this U.S. registration

⁶ There is a security interest recorded in the name of Wells Fargo against this U.S. registration

⁷ There is a security interest recorded in the name of Wells Fargo against this U.S. registration

Mark	Source	Status	App. Date/ No. Reg. Date/No.	Owner
			App 78548505 Reg 10-OCT-2006 Reg 3155087	
H & H LUMBER COMPANY Cross References: HH LUMBER COMPANY	State	Registered (WI)	Reg 09-JAN-2013	BEP/LYMAN, LLC
H & H LUMBER CO.	State	Registered (WI)	Reg 09-JAN-2013	BEP/LYMAN, LLC
LRS LYMAN ROOFING & SIDING	State	Registered (MN)	Reg 05-JAN-2012 Reg 462854400020	BEP/LYMAN, LLC
LYMAN LUMBER OF WISCONSIN	State	Registered (WI)	Reg 23-NOV-2011	BEP/LYMAN, LLC
AUTOMATED BUILDING COMPONENTS	State	Registered (WI)	Reg 23-NOV-2011	BEP/LYMAN, LLC
ABC TRUSS	State	Registered (WI)	Reg 23-NOV-2011	BEP/LYMAN, LLC
HINES BUILDING SUPPLY	State	Registered (WI)	Reg 07-APR-2010	HINES BUILDING SUPPLY - US LBM, LLC
FASTENER PROS 	USPTO	Pending	App 28-JAN-2014 App 86178024	DESERT FASTENERS AND SUPPLY, LLC ⁸ DBA THE FASTENER PROS
FASTENER PROS	State	Registered (NV)	Reg 12-DEC-2013 Reg E0609012013-5	DESERT FASTENERS AND SUPPLY, LLC ⁹
FASTENER PROS	State	Registered (NV)	Reg 12-DEC-2013 Reg E0609032013-7	DESERT FASTENERS AND SUPPLY, LLC ¹⁰
FASTENER PROS	State	Registered (NV)	Reg 12-DEC-2013 Reg E0609042013-8	DESERT FASTENERS AND SUPPLY, LLC ¹¹

⁸ This mark will be assigned to Desert Lumber – US LBM, LLC pursuant to the Asset Purchase Agreement between Desert Lumber – US LBM, LLC and Desert Fasteners and Supply, LLC.

⁹ This mark will be assigned to Desert Lumber – US LBM, LLC pursuant to the Asset Purchase Agreement between Desert Lumber – US LBM, LLC and Desert Fasteners and Supply, LLC.

¹⁰ This mark will be assigned to Desert Lumber – US LBM, LLC pursuant to the Asset Purchase Agreement between Desert Lumber – US LBM, LLC and Desert Fasteners and Supply, LLC.

¹¹ This mark will be assigned to Desert Lumber – US LBM, LLC pursuant to the Asset Purchase Agreement between Desert Lumber – US LBM, LLC and Desert Fasteners and Supply, LLC.

Trademark Licenses

None.

Trade Secret Licenses

None.