

05/08/2015

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (ex p. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103672268

5-415

To the director of the U. S. Patent and Trademark Office, at the address(es) or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

BlueLinx Corporation

- Individual(s)
- General Partnership
- Corporation - GA
- Limited Liability Company
- Association
- Limited Partnership

Citizenship:

Execution Date(s) April 27, 2015

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association

Internal Address:

Street Address: 100 Park Avenue

City: New York

State: NY

Country: USA

Zip: 10017

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other LLC Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Amendment No. 1 to Security Agreement for Trademarks
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Exhibit A

B. Trademark Registration No.(s) See Attached Exhibit A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 37

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 940.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

a. Credit Card Last 4 Numbers 0974
Expiration Date 6/17

b. Deposit Account Number
Authorized User Name:

9. Signature:

Signature

Joanne BL Arnold
Name of Person Signing

05/13/2015 KNGUYEN1 00000003 78403939

May 1, 2015

01 FC:8521

Date

40.00 OP

02 FC:8521 number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXHIBIT A
to
AMENDMENT NO. 1 TO SECURITY AGREEMENT FOR TRADEMARKS

Mark	App. No.	App Date	Reg No	Reg Date
Natural Traditions	78/403939	4/19/2004	3,030,550	12/13/2005
American Elegance	78/725293	10/3/2005	3,286,983	9/28/2007
BlueLinx (Block Letters)	76/586025	4/8/2004	3,060,757	2/21/2006
BlueLinx and Design	76/588063	4/19/2004	3,038,249	1/3/2006
Shadow Ridge	73/656177	4/20/1987	1,469,802	12/22/1987
Ranchguard	73/266089	6/12/1980	1,175,799	11/3/1981
Ranchguard	73/416226	3/7/1983	1,275,782	5/1/1984
Parkside	74/565612	8/25/1994	1,991,923	8/6/1996
We Help You Build Your Business	75/087383	4/12/1996	2,045,922	3/18/1997
Castle Ridge	73/828230	9/28/1989	1,594,257	5/1/1990
Builder Connection	78/107973	2/11/2002	2,816,997	2/24/2004
Cedar Lane & Design	74/376925	4/8/1993	1,854,196	9/13/1994
Cedar Lane	78/466508	8/12/2004	3,001,742	9/27/2005
Forest Ridge	73/828158	9/28/1989	1,592,036	4/17/1990
Chatham Ridge	74/114696	11/13/1990	1,693,018	6/9/1992
DOTS Design Mark	78/468766	8/17/2004	2,942,210	4/19/2005
Vision Pro	78/427034	5/28/2004	2,965,308	7/5/2005
TOUGH-GUARD	78/692949	8/15/2005	3,207,628	2/13/2007
Design of a house in a circle	78/474801	8/27/2004	2,990,684	8/30/2005
BlueLinx Beyond Distribution and Design	77/373888	1/17/2008	3,542,863	12/9/2008
pureBlue	77/371705	1/15/2008	3,613,406	4/28/2009

STEELLINX	78/819092	2/20/2006	3,602,522	4/7/2009
DOMA (Stylized with Design) (Color)	77906000	1/6/2010	3,871,520	11/2/2010
ONCENTER (Stylized with Design) (Color)	77968119	3/25/2010	4,324,727	4/23/2013
Primelinx	85770208	11/2/2012	4,467,613	1/14/2014
ProLinx	85822614	1/14/2013	4,463,961	1/7/2014
ProLine Plus	85545533	2/17/2012	4,463,258	1/7/2014
Compass	85705095	8/16/2012	4,381,194	8/6/2013
Lifeguard1000	85439707	10/5/2011	4,255,047	12/4/2012
Lifeguard1500	85439719	10/5/2011	4,255,048	12/4/2012
Puresky Solar	85408346	8/26/2011	4,131,950	4/24/2012
Doma Studio	85946177	5/30/2013	4,544,998	6/3/2014
Tuf-Shield	73810797	7/5/1989	1593045	4/24/1990
Accuchoice	74121448	12/7/1990	1731998	11/10/1992
Country Home Collections	86039010	8/15/3013	4,602,963	9/9/2014
Somerset Coastal	86087125	10/9/2013	4,658,436	12/23/2014
Cedar Spectrum	86087098	10/9/2013		

[Execution]

AMENDMENT NO. 1 TO SECURITY AGREEMENT FOR TRADEMARKS

This AMENDMENT NO. 1 TO SECURITY AGREEMENT FOR TRADEMARKS (this "Amendment No. 1"), dated as of April 17, 2015, is entered into between BlueLinx Corporation, a Georgia corporation ("Pledgor") with an office at 4300 Wildwood Parkway, Atlanta, Georgia 30339, and Wells Fargo Bank, National Association, in its capacity as Agent (in such capacity, "Pledgee") under the Loan Agreement (as defined below) with an office at 100 Park Avenue, New York, New York 10017.

WITNESSETH:

WHEREAS, Pledgor and BlueLinx Florida LP, a Florida limited partnership ("BFLP", and together with BlueLinx, each individually a "Borrower" and collectively, "Borrowers"), BlueLinx Florida Holding No. 1 Inc., a Georgia corporation ("BFH1") and BlueLinx Florida Holding No. 2 Inc., a Georgia corporation ("BFH2", and together with BFH1, each individually a "Guarantor" and collectively, "Guarantors"), the parties to the Loan Agreement as lenders (collectively, "Lenders") and Pledgee have entered into financing arrangements pursuant to which Lenders (or Pledgee on behalf of Lenders) have made and may make loans and advances and provide other financial accommodations to Borrowers as set forth in the Amended and Restated Loan and Security Agreement, dated August 4, 2006, by and among Pledgee, Lenders, Borrowers and Guarantors, as amended through the Tenth Amendment to Amended and Restated Loan and Security Agreement, dated as of February 18, 2015 (as the same now exists or may hereafter from time to time be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"), and together with all agreements, documents and instruments at any time executed and/or delivered in connection therewith or related thereto (as the same now exists or may hereafter from time to time be amended, modified, supplemented, extended, renewed, restated, or replaced, collectively, the "Financing Agreements");

WHEREAS, Pledgor and Pledgee entered into the Security Agreement for Trademarks, dated May 7, 2004 (the "Trademark Security Agreement"), pursuant to which Pledgor granted to Pledgee, as successor in interest to Congress Financial Corporation, a security interest in and to the Collateral;

WHEREAS, BlueLinx Services Inc., a Georgia corporation ("BlueLinx Services") has merged with and into BlueLinx Corporation, a Georgia corporation, with BlueLinx Corporation as the surviving corporation (the "BlueLinx Merger");

WHEREAS, pursuant to the BlueLinx Merger and in the ordinary course, Pledgor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the additional trademarks, trade names, trade styles, terms, service marks, designs and applications therefor described in Exhibit A hereto and made a part hereof (collectively, the "Additional Trademarks"); and

WHEREAS, Pledgor hereby confirms that the prior grant of Future Trademarks to

3605643.3

HEREAFTER ARISING, AND ANY RIGHT EITHER MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, LACK OF PERSONAL JURISDICTION, OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 5.

6. Counterparts. This Amendment No. 1 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 agreement. Delivery of an executed counterpart of this Amendment No. 1 by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment No. 1. Any party delivering an executed counterpart of this Amendment No. 1 by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment No. 1 but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment No. 1.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed and delivered as of the day and year first above written.

PLEDGOR

BLUELIX CORPORATION,
a Georgia corporation



By: SCC Farrell
Name: Susan C. O'Farrell
Title: SVP, CFO and Treasurer

PLEDGEE:

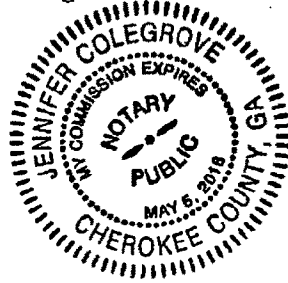
WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent

By: Thomas A. Montoya
Name: Thomas A. Montoya
Title: Vice President

[Signature Page to Amendment No. 1 to Security Agreement for Trademarks]

STATE OF Georgia)
) ss.:
COUNTY OF Cobb)

On this 17th day of April, 2015, before me personally came Susan C. O'Farrell, to me known, who being duly sworn, did depose and say, that she is the SVP, CFO and Treasurer of BlueLinx Corporation, the corporation described in and which executed the foregoing instrument; and that she signed her name thereto by order of the Board of Directors of said entity.



Jennifer Colegrove
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 23 day of April, 2015, before me personally came Mr. Thomas Martin, to me known, who, being duly sworn, did depose and say, that he is an Authorized Signatory of Wells Fargo Bank, National Association, the entity described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said entity.

Maria Camacho
Notary Public

MARIA CAMACHO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CA5086952
Qualified in Nassau County
Certificate Filed in New York County
My Commission Expires October 27, 2017

[Signature Page to Amendment No. 1 to Security Agreement for Trademarks]

Pledgee includes and extends to the Additional Trademarks and is required to record the security interest of Pledgee in the Additional Trademarks with the US Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby agrees as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Agreement or, if not defined therein, in the Loan Agreement.

2. Amendments; Acknowledgments.

(a) Without limiting the Collateral elsewhere described in the Trademark Agreement, Exhibit A to the Trademark Agreement is hereby amended to include, in addition and not by way of limitation, the Additional Trademarks described in Exhibit A attached hereto. The definition of Trademarks in the Trademark Security Agreement is hereby amended to include, in addition and without limitation, the Additional Trademarks.

(b) Pledgor hereby acknowledges, confirms and agrees that the security interest in all Trademarks and the Collateral pursuant to the Trademark Security Agreements extends and attaches to the Additional Trademarks. All terms, conditions, representations, warrants and amendments applicable to Trademarks apply to the Additional Trademarks.

3. Effect of this Amendment No. 1. Except for the amendment expressly set forth herein no other changes or modifications to the Trademark Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment No. 1 conflicts with any term or provision of the Credit Agreement, the term or provision of the Credit Agreement shall control.

4. Binding Effect. This Amendment No. 1 shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

5. Governing Law. This Amendment No. 1 shall be governed by and construed, applied, and enforced in accordance with the federal laws of the United States of America applicable to trademarks and the laws of the State of New York, except that no doctrine of choice of law shall be used to apply the laws of any other State or jurisdiction. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state and federal courts located in the Borough of Manhattan, County of New York, State of New York, whichever Pledgee may elect (except that Pledgee shall have the right to bring any action or proceeding against Pledgor or its property in the courts of any other jurisdiction which Pledgee deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Pledgor or its property). PLEDGOR AND PLEDGEE EACH WAIVES THE RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT, WHETHER NOW EXISTING OR