

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM341497

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BOISE CASCADE COMPANY		05/15/2015	CORPORATION: DELAWARE
BOISE CASCADE BUILDING MATERIALS DISTRIBUTION, L.L.C.		05/15/2015	LIMITED LIABILITY COMPANY: DELAWARE
BOISE CASCADE WOOD PRODUCTS, L.L.C.		05/15/2015	LIMITED LIABILITY COMPANY: DELAWARE
BOISE CASCADE WOOD PRODUCTS HOLDINGS CORP.		05/15/2015	CORPORATION: DELAWARE
CHESTER WOOD PRODUCTS LLC		05/15/2015	LIMITED LIABILITY COMPANY: DELAWARE
MONCURE PLYWOOD LLC		05/15/2015	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	WELLS FARGO CAPITAL FINANCE, LLC
<b>Street Address:</b>	2450 Colorado Avenue
<b>Internal Address:</b>	Suite 3000 West
<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: 9

Property Type	Number	Word Mark
<b>Registration Number:</b>	4491906	BC CONNECT
<b>Registration Number:</b>	4677760	C-D HARDWOOD
<b>Registration Number:</b>	4597139	COMBIPLY
<b>Registration Number:</b>	4121795	FILLER KING
<b>Serial Number:</b>	86256084	E-Z FRAME
<b>Registration Number:</b>	4177101	KING BEAM
<b>Serial Number:</b>	86160685	SAWTEK
<b>Serial Number:</b>	86186131	SELECTPLY
<b>Registration Number:</b>	4279174	

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 7037125050*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:** 703-712-5352**Email:** jmiller@mcguirewoods.com**Correspondent Name:** Joyce Miller**Address Line 1:** 1750 Tysons Blvd.**Address Line 2:** Suite 1800**Address Line 4:** Tysons Corner, VIRGINIA 22102**ATTORNEY DOCKET NUMBER:** 2050298-0022**NAME OF SUBMITTER:** Joyce Miller**SIGNATURE:** /Joyce Miller/**DATE SIGNED:** 05/15/2015**Total Attachments: 8**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 15th day of May, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of May 15, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Boise Cascade Company, a Delaware corporation ("Boise Cascade"), Boise Cascade Building Materials Distribution, L.L.C., a Delaware limited liability company ("Boise Building"), Boise Cascade Wood Products, L.L.C., a Delaware limited liability company (Boise Cascade, Boise Distribution, and Boise Wood Products each a "Borrower" and collectively, the "Borrowers"), the financial institutions from time to time party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of July 13, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, including, without limitation, by that certain Omnibus Amendment and Reaffirmation Agreement dated as of May 15, 2015, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

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, each Grantor 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 Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of such Grantor's Trademarks (including those registered Trademarks and applications to register Trademarks referred to on Schedule I) and Intellectual Property Licenses in or with respect to any Trademark, in each case to the extent included in the Collateral;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Intellectual Property License in or with respect to Trademarks; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including such Grantor's right to receive any damages, (ii) injury to the goodwill associated with any such Trademark, or (iii) such Grantor's right to receive license fees, royalties, and other compensation under any Intellectual Property License.

Notwithstanding the foregoing, in no event will the Trademark Collateral include any Excluded Property.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. 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 Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new registered trademarks or applications to register any Trademarks, in each case to the extent included in the Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section, Grantors hereby authorize 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 Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement 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 Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CONSTRUCTION.** This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this

Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds (or, (a) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, and (b) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all of the Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Secured Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

**8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**


**9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.**

**10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

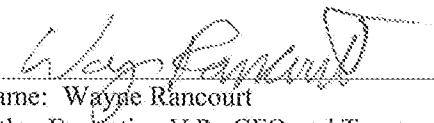
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:


**BOISE CASCADE COMPANY,**  
a Delaware corporation

By:   
Name: Wayne Rancourt  
Title: Executive V.P., CFO and Treasurer

**BOISE CASCADE BUILDING MATERIALS  
DISTRIBUTION, L.L.C.,** a Delaware limited liability  
company


By:   
Name: Wayne Rancourt  
Title: Executive V.P., CFO and Treasurer

**BOISE CASCADE WOOD PRODUCTS, L.L.C.,**  
a Delaware limited liability company


By:   
Name: Wayne Rancourt  
Title: Executive V.P., CFO and Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

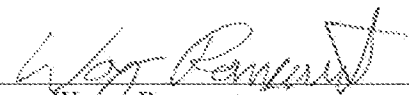
**BOISE CASCADE WOOD PRODUCTS HOLDINGS  
CORP., a Delaware corporation**

By:   
Name: Wayne Rancourt  
Title: Executive V.P., CFO and Treasurer

**CHESTER WOOD PRODUCTS LLC, a Delaware limited  
liability company**

By:   
Name: Wayne Rancourt  
Title: Executive V.P., CFO and Treasurer

**MONCURE PLYWOOD LLC, a Delaware limited liability  
company**

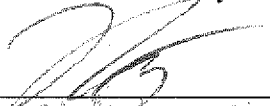
By:   
Name: Wayne Rancourt  
Title: Executive V.P., CFO and Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

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

By:  \_\_\_\_\_

Name: *Nicholas Fly*

Title: *Vice President*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005517 FRAME: 0689**



**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
Boise Cascade Wood Products, L.L.C.	U.S.	BC CONNECT	4,491,906	3/4/2014
Boise Cascade Wood Products, L.L.C.	U.S.	C-D HARDWOOD	4677760	1/27/2015
Boise Cascade Wood Products, L.L.C.	U.S.	COMBIPLY	4,597,139	9/2/2014
Boise Cascade Wood Products, L.L.C.	U.S.	FILLER KING	4121795	4/3/2012
Boise Cascade Wood Products, L.L.C.	U.S.	E-Z FRAME	86/256084	4/18/2014
Boise Cascade Wood Products, L.L.C.	U.S.	KING BEAM	4177101	7/17/2012
Boise Cascade Wood Products, L.L.C.	U.S.	SAWTEK	86160685	1/8/2014
Boise Cascade Wood Products, L.L.C.	U.S.	SELECTPLY	86186131	Pending
Boise Cascade Company	U.S.	TREE-IN-A-CIRCLEDESIGN	4279174	1/22/2013

**INTENT -TO-USE TRADEMARK APPLICATIONS**

None.