

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM343073

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VNS Corporation		06/01/2015	CORPORATION: GEORGIA
Procon Construction Services, LLC		06/01/2015	LIMITED LIABILITY COMPANY: GEORGIA
Trussmart Building Components, LLC		06/01/2015	LIMITED LIABILITY COMPANY: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association		
<b>Street Address:</b>	50 South Sixth Street, Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4174911	PROFESSIONAL PROCON CONSTRUCTION SERVICE	
<b>Registration Number:</b>	4174909	PROCON CONSTRUCTION SERVICES, LLC	
<b>Registration Number:</b>	3353740	BESTLINE SASH & DOOR	
<b>Registration Number:</b>	3353739	BESTLINE SASH & DOOR	
<b>Registration Number:</b>	3185557	WHOLESALE BUILDING PRODUCTS WBP	
<b>Registration Number:</b>	3366624	BESTLINE SASH & DOOR	
<b>Registration Number:</b>	1881661	CHOO-CHOO BUILD-IT MART	
<b>Registration Number:</b>	1879359	CHOO-CHOO BUILD-IT MART	
<b>Registration Number:</b>	3464140	TRUSSMART BUILDING COMPONENTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9494754754		
<i>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.</i>			
<b>Phone:</b>	949-451-3800		
<b>Email:</b>	skann@gibsondunn.com		
<b>Correspondent Name:</b>	Stephanie S. Kann, Senior Paralegal		

CH \$240.00 4174911

**Address Line 1:** 3161 Michelson Drive  
**Address Line 2:** Gibson, Dunn & Crutcher LLP  
**Address Line 4:** Irvine, CALIFORNIA 92612

**ATTORNEY DOCKET NUMBER:** 08299-00094

**NAME OF SUBMITTER:** Stephanie S. Kann

**SIGNATURE:** /stephanie s. kann/

**DATE SIGNED:** 06/01/2015

**Total Attachments: 7**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 1, 2015, is made by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each individually a "Grantor"), and Wilmington Trust, National Association, a national banking association, in its capacity as notes collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Indenture, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture") by and among Building Materials Holding Corporation, a Delaware corporation (the "Issuer"), certain subsidiaries of the Issuer party thereto as "Guarantors," Wilmington Trust, National Association, in its capacity as trustee (the "Trustee"), and as the Collateral Agent, the Issuer has agreed to issue Notes and the Issuer, the Guarantors and the Trustee have agreed to enter into the Indenture for the equal and ratable benefit of each other and for the equal and ratable benefit of the Holders of the Notes;

WHEREAS, the Grantors and the Collateral Agent are parties to that certain Security Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this 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 capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement or the Indenture.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks and trademark intellectual property licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and

**TRADEMARK**

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training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark intellectual property license; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademark licensed under any intellectual property license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any intellectual property license.

Notwithstanding the foregoing, such grant of a security interest shall not extend to, and the term "Trademark Collateral" shall not include any General Intangibles which are now or hereafter held by any Grantor as licensee, lessee or otherwise, to the extent that (i) such General Intangibles are not assignable or capable of being encumbered as a matter of law or under the terms of the license, lease or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of the licensor or lessor thereof or other applicable party thereto and (ii) such consent has not been obtained; provided, however, that the foregoing grant of security interest shall extend to, and the term "Trademark Collateral" shall include (A) any General Intangible which is Rights to Payment or a proceed of, or otherwise related to the enforcement and collection of, any Rights to Payment, or goods which are the subject of any Rights to Payment, (B) any and all proceeds of such General Intangibles to the extent that the assignment or encumbering of such proceeds is not so restricted and (C) upon any such licensor's, lessor's or other applicable party's consent with respect to any such otherwise excluded General Intangibles being obtained, thereafter such General Intangibles as well as any and all proceeds thereof that might have theretofore been excluded from such grant of a security interest and the term "Trademark Collateral".

3. SECURITY FOR OBLIGATIONS. This 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 Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantors, or any of them, to the Secured Parties.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, which is registered or becomes registered or the subject of an application for registration with the U.S. Patent and Trademark Office, the provisions of this Agreement shall automatically apply thereto. The Grantors shall give prompt notice in writing to the Collateral Agent with respect to any such new trademarks or renewal or extension of any

trademark registration. Without limiting the Grantors' obligations under this Section, the Grantors hereby authorize the Collateral Agent unilaterally (without any obligation) to modify this Agreement by amending Schedule I to include any such new trademark rights of the Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement may be executed in one or more counterparts, and by different parties on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. CONSTRUCTION. Unless the context of this Agreement or any other Security Document 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 Agreement or any other Security Document referred to this Agreement or such other Security Document, as the case may be, as a whole and not to any particular provision of this Agreement or such other Security Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement or in any other Security Document 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). Any reference herein or in any other Security Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

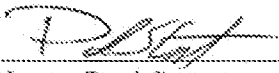
8. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 16 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

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

**GRANTORS:**

VNS CORPORATION


By:   
Name: Paul Street  
Title: Chief Administrative Officer and  
Secretary

PROCON CONSTRUCTION SERVICES, LLC

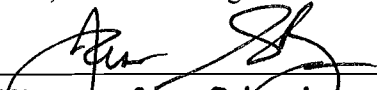
By:   
Name: Paul Street  
Title: Assistance Secretary

TRUSSMART BUILDING COMPONENTS, LLC

By: VNS Corporation, its managing member

By:   
Name: Paul Street  
Title: Chief Administrative Officer and  
Secretary



**COLLATERAL AGENT:**  
WILMINGTON TRUST, NATIONAL  
ASSOCIATION, a national banking  
association, as collateral agent

By   
Name: **Jane Schweiger**  
Title: **Vice President**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
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SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
Trademark Registrations/Applications

MARK	App. No.	Reg. No.	Filing Date	Reg. Date	Owner
	85472870	4174911	15-Nov-11	17-Jul-12	ProCon Construction Services, LLC LIMITED LIABILITY COMPANY GEORGIA P. O. Box 2340 Vidalia GEORGIA 30475
PROCON CONSTRUCTION SERVICES, LLC	85472826	4174909	15-Nov-11	17-Jul-12	ProCon Construction Services, LLC LIMITED LIABILITY COMPANY GEORGIA P. O. Box 2340 Vidalia GEORGIA 30475
	78752521	3353740	11-Nov-05	11-Dec-07	VNS Corporation CORPORATION GEORGIA 325 Commerce Loop Vidalia GEORGIA 30475
BESTLINE SASH & DOOR	78752509	3353739	11-Nov-05	11-Dec-07	VNS Corporation CORPORATION GEORGIA 325 Commerce Loop Vidalia GEORGIA 30475



 <b>Wholesale Building Products</b>	78509530	3185557	1-Nov-04	VNS Corporation CORPORATION GEORGIA 325 Commerce Loop Vidalia GEORGIA 30475	
12/19/2006					
 <b>Bestline</b> Sash & Door	78509410	3366624	1-Nov-04	8-Jan-08	VNS Corporation CORPORATION GEORGIA 325 Commerce Loop Vidalia GEORGIA 30475
 <b>CHOO-CHOO</b> Build-It Mart	74405252	1881661	21-Jun-93	28-Feb-95	VNS Corporation CORPORATION GEORGIA P.O. Box 1659 Vidalia GEORGIA 304741659 (name change from Vidalia Naval Stores 2001)
CHOO-CHOO BUILD-IT MART	74405251	1879359	21-Jun-93	14-Feb-95	VNS Corporation CORPORATION GEORGIA P.O. Box 1659 Vidalia GEORGIA 304741659 (name change from Vidalia Naval Stores 2001)
 <b>TRUSS MART</b> BUILDING COMPONENTS	78752529	3464140	11-Nov-05	8-Jul-08	Trussmart Building Components, LLC, LIMITED LIABILITY COMPANY GEORGIA 325 Commerce Loop Vidalia GEORGIA 30475 (name change from VNS Building Components LLC 2013)