

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350112

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Builders FirstSource - Intellectual Property, L.P.		07/31/2015	LIMITED PARTNERSHIP: TEXAS
Builders FirstSource - Atlantic Group, LLC		07/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
ProBuild Holdings LLC		07/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	2938424	1 BUILDERS FIRSTSOURCE	
Registration Number:	2938423	BUILDERS FIRSTSOURCE	
Registration Number:	2885752	SYNBOARD	
Registration Number:	1867321	DIXIELINE	
Registration Number:	4684231	PROBUILD	
Registration Number:	4684230	PROBUILD	
Registration Number:	4684232	PROBUILD	
Registration Number:	4687694	PROBUILD	
Registration Number:	4687695	PROBUILD	
Registration Number:	4687696	PROBUILD	
Registration Number:	1262713	PROBUILD	
Registration Number:	3619743	PRO-BUILD	
Registration Number:	3631873	PRO-BUILD	
Registration Number:	3616471	PRO-BUILD	
Registration Number:	2186643	PRODIRECT	

OP \$565.00 2938424

Property Type	Number	Word Mark
Registration Number:	3695147	PROEARTH
Registration Number:	3756050	PROLOCK
Registration Number:	2134156	PROMILLWORK
Registration Number:	4671840	ROYAL PASSAGE
Registration Number:	4671841	ROYAL PASSAGE
Registration Number:	1915663	THE CONTRACTOR YARD
Registration Number:	1895765	THE CONTRACTOR YARD

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Doris Ka, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Michael Barys/
DATE SIGNED:	08/03/2015

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2015 (this "Agreement"), among each Person listed on the signature pages attached hereto (each a "Grantor" and collectively, the "Grantors"), and Deutsche Bank AG New York Branch, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Term Loan Credit Agreement dated as of July 31, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Builders FirstSource, Inc., as Borrower and Deutsche Bank AG New York Branch, as Administrative Agent, and the other parties from time to time party thereto, and (b) the Term Collateral Agreement dated of July 31, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") among the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between

the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**BUILDERS FIRSTSOURCE -
INTELLECTUAL PROPERTY, L.P., as
a Grantor**

By: BFS IP, LLC
Its: General Partner

By Donald F. McAleenan
Name: Donald F. McAleenan
Title: Senior Vice President and Secretary

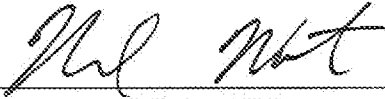
**BUILDERS FIRSTSOURCE -
ATLANTIC GROUP, LLC, as a Grantor**

By Donald F. McAleenan
Name: Donald F. McAleenan
Title: Senior Vice President and Secretary

**PROBUILD HOLDINGS LLC, as a
Grantor**

By Donald F. McAleenan
Name: Donald F. McAleenan
Title: Senior Vice President and Secretary

DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent

By: 

Name: Michael Winters
Title: Vice President

By: 

Name: Michael Shannon
Title: Vice President






Signature Page to


For internal use only Term Copyright Security Agreement

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

TRADEMARK & DESIGN	REG. NUMBER	REG. DATE	OWNER
	2938424	05-APR-2005	BUILDERS FIRSTSOURCE - INTELLECTUAL PROPERTY, L.P.
BUILDERS FIRSTSOURCE	2938423	05-APR-2005	BUILDERS FIRSTSOURCE - INTELLECTUAL PROPERTY, L.P.
SYNBOARD	2885752	21-SEP-2004	BUILDERS FIRSTSOURCE - ATLANTIC GROUP, LLC
DIXIELINE	1867321	13-DEC-1994	PROBUILD HOLDINGS LLC
PROBUILD	4684231	10-FEB-2015	PROBUILD HOLDINGS LLC
	4684230	10-FEB-2015	PROBUILD HOLDINGS LLC
	4684232	10-FEB-2015	PROBUILD HOLDINGS LLC
PROBUILD	4687694	17-FEB-2015	PROBUILD HOLDINGS LLC
	4687695	17-FEB-2015	PROBUILD HOLDINGS LLC
PROBUILD	4687696	17-FEB-2015	PROBUILD HOLDINGS LLC
	1262713	27-DEC-1983	PROBUILD HOLDINGS LLC

TRADEMARK & DESIGN	REG. NUMBER	REG. DATE	OWNER
PRO-BUILD	3619743	12-MAY-2009	PROBUILD HOLDINGS LLC
PRO-BUILD	3631873	02-JUN-2009	PROBUILD HOLDINGS LLC
PRO-BUILD	3616471	05-MAY-2009	PROBUILD HOLDINGS LLC
PRODIRECT	2186643	01-SEP-1998	PROBUILD HOLDINGS LLC
PROEARTH	3695147	13-OCT-2009	PROBUILD HOLDINGS LLC
PROLOCK	3756050	02-MAR-2010	PROBUILD HOLDINGS LLC
PROMILLWORK	2134156	03-FEB-1998	PROBUILD HOLDINGS LLC
ROYAL PASSAGE	4671840	13-JAN-2015	PROBUILD HOLDINGS LLC
ROYAL PASSAGE	4671841	13-JAN-2015	PROBUILD HOLDINGS LLC
	1915663	29-AUG-1995	PROBUILD HOLDINGS LLC
THE CONTRACTOR YARD	1895765	23-MAY-1995	PROBUILD HOLDINGS LLC