

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350228

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ProBuild Holdings LLC		07/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Collateral Agent		
Street Address:	3333 Peachtree Road, 9th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
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:	3619743	PRO-BUILD	
Registration Number:	3631873	PRO-BUILD	
Registration Number:	3616471	PRO-BUILD	
Registration Number:	1262713	PROBUILD	
Registration Number:	2186643	PRODIRECT	
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	
TRADEMARK			

OP \$490.00 1867321

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: c/o Cahill Gordon & Reindal LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Doris Ka
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SIGNATURE:	/Michael Barys/
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DATE SIGNED:	08/04/2015
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Total Attachments: 7

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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"), in favor of SUNTRUST BANK, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Amended & Restated 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 SUNTRUST BANK, as Administrative Agent, and the other parties from time to time party thereto, and (b) the Collateral Agreement dated of June [], 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. The Grantor is an Affiliate of the Borrowers 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 Obligations, the 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 and ABL Intercreditor Agreement. The 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. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Collateral Agreement and (ii) the exercise of any right or remedy by the Collateral Agent thereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Collateral, are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of the Collateral Agreement, the terms of the ABL Intercreditor 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, Grantor and Collateral Agent have duly executed this Agreement as of the day and year first above written.

**PROBUILD HOLDINGS LLC, as a
Grantor**

By



Name: Donald F. McAleenan

Title: Senior Vice President and Secretary

**SUNTRUST BANK,
as Collateral Agent**

By: 
Name: Amanda Watkins
Title: Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

TRADEMARK & DESIGN	REG. NUMBER	REG. DATE	OWNER
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
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

TRADEMARK & DESIGN	REG. NUMBER	REG. DATE	OWNER
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