

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352130

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
SEQUENCE:	7

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BEP/Lyman, LLC		08/20/2015	LIMITED LIABILITY COMPANY: DELAWARE
Desert Lumber - US LBM, LLC		08/20/2015	LIMITED LIABILITY COMPANY: DELAWARE
Kentucky Indiana Lumber - US LBM, LLC		08/20/2015	LIMITED LIABILITY COMPANY: DELAWARE
US LBM Holdings, LLC		08/20/2015	LIMITED LIABILITY COMPANY: DELAWARE
Wisconsin Building Supply - US LBM, LLC		08/20/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (2L)
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK: SWITZERLAND

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4559348	CARPENTRYTIME
Registration Number:	3760637	TRIMIT
Registration Number:	3579804	FRAMEIT
Registration Number:	3591861	MILLWORKTIME
Registration Number:	3331347	LUMBERTIME
Registration Number:	3155087	TRUSSTIME
Serial Number:	86178024	FASTENER PROS
Registration Number:	3371430	K-I
Registration Number:	4731458	THE TRUSTED RESOURCE FOR BUILDING YOUR B
Registration Number:	4437739	YOUR BUILDING RESOURCE
Registration Number:	3905918	WISCONSIN BUILDING SUPPLY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3905919	WISCONSIN BUILDING SUPPLY
CORRESPONDENCE DATA		
Fax Number:	8668265420	
<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>		
Phone:	301-638-0511	
Email:	ipresearchplus@comcast.net	
Correspondent Name:	IP Research Plus, Inc.	
Address Line 1:	21 Tadcaster Circle	
Address Line 2:	attn: Penelope J.A. Agodoa	
Address Line 4:	Waldorf, MARYLAND 20602	
ATTORNEY DOCKET NUMBER:	CRS1-40372	
NAME OF SUBMITTER:	Penelope J.A. Agodoa	
SIGNATURE:	/pja/	
DATE SIGNED:	08/20/2015	
Total Attachments: 7 source=40372#page1.tif source=40372#page2.tif source=40372#page3.tif source=40372#page4.tif source=40372#page5.tif source=40372#page6.tif source=40372#page7.tif		

SECOND LIEN NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

SECOND LIEN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of August 20, 2015, made by BEP/LYMAN, LLC, a Delaware limited liability company having a principal place of business at 1990 Larsen Road, Green Bay, Wisconsin 54303, DESERT LUMBER – US LBM, LLC, a Delaware limited liability company having a principal place of business at 1990 Larsen Road, Green Bay, Wisconsin 54303, KENTUCKY INDIANA LUMBER - US LBM, LLC, a Delaware limited liability company having a principal place of business at 1990 Larsen Road, Green Bay, Wisconsin 54303, US LBM HOLDINGS, LLC, a Delaware limited liability company having a principal place of business at 1990 Larsen Road, Green Bay, Wisconsin 54303 and WISCONSIN BUILDING SUPPLY – US LBM, LLC, a Delaware limited liability company having a principal place of business at 1990 Larsen Road, Green Bay, Wisconsin 54303 (together, the "Grantors", and each, a "Grantor"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH ("Credit Suisse"), having a principal place of business at Eleven Madison Avenue, 6th floor, New York, New York 10010, as administrative agent for the banks and other financial institutions (collectively, the "Lenders") from time to time parties to the Second Lien Credit Agreement (as defined below) and as collateral agent for the Secured Parties (as defined in the Second Lien Credit Agreement) (Credit Suisse in such capacities, the "Collateral Agent"). Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among LBM Borrower, LLC, a Delaware limited liability company (the "Borrower"), LBM Midco, LLC, a Delaware limited liability company ("Holding"), the Collateral Agent and the Lenders, the Lenders have severally agreed to make Loans and other extensions of credit (collectively, the "Loans") to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Second Lien Credit Agreement, the Grantors, the Borrower and Holding have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Second Lien Guarantee and Collateral Agreement"), in favor of the Collateral Agent; and

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans and other financial accommodations to the Borrower pursuant to the Second Lien Credit Agreement, each Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business, pursuant to the Second Lien Guarantee and Collateral Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of such Grantor (including, without limitation, those items listed opposite such Grantor's name on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Borrower, except that no security interest is or will be granted pursuant hereto in any right, title or interest of such Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark License.

SECTION 2. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Second Lien Guarantee and Collateral Agreement. The Second Lien Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the Second Lien Guarantee and Collateral Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement shall prevail.

SECTION 4. Intercreditor. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Base Intercreditor Agreement and the ABL/Term Loan Intercreditor Agreement (each as defined in the Second Lien Guarantee and Collateral Agreement). In the event of any conflict between the terms of any Intercreditor Agreement (as defined in the Second Lien Guarantee and Collateral Agreement) and this Agreement, the terms of such Intercreditor Agreement shall govern and control as among (i) the Collateral Agent, the First Lien Collateral Agent and any Additional Agent (each as defined in the Second Lien Guarantee and Collateral Agreement), in the case of the Base Intercreditor Agreement, (ii) the Collateral Agent, the First Lien Collateral Agent, the ABL Collateral Agent (as defined in the Second Lien Guarantee and Collateral Agreement) and any Additional Agent, in the case of the ABL/Term Loan Intercreditor Agreement, and (iii) the Collateral Agent and any other secured creditor (or agent therefor) party thereto, in the case of any

Other Intercreditor Agreement (as defined in the Second Lien Guarantee and Collateral Agreement).

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

SECTION 5. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BEP/Lyman, LLC
Desert Lumber - US LBM, LLC
Kentucky Indiana Lumber - US LBM, LLC
US LBM Holdings, LLC
Wisconsin Building Supply - US LBM, LLC

By:



Name: Brian Hein

Title: Authorized Representative

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH
as Collateral Agent

By: 

Name: CHRISTOPHER DAY
Title: AUTHORIZED SIGNATORY


By: 


Name: Michaela Kenny
Title: Authorized Signatory

[Signature Page to Second Lien Trademark Notice]

SCHEDULE I

TRADEMARK REGISTRATIONS

Mark	Source/Status	App. Date/ No. Reg. Date/No.	Owner
CARPENTRYTIME	USPTO Registered	App 23-OCT-2013 App 86099520 Reg 01-JUL-2014 Reg 4559348	BEP/LYMAN, LLC
TRIMIT	USPTO Registered	App 24-JUL-2009 App 77788857 Reg 16-MAR-2010 Reg 3760637	BEP/LYMAN, LLC
FRAMEIT	USPTO Registered	App 14-JUL-2008 App 77521427 Reg 24-FEB-2009 Reg 3579804	BEP/LYMAN, LLC
MILLWORKTIME	USPTO Registered	App 26-FEB-2007 App 77116099 Reg 17-MAR-2009 Reg 3591861	BEP/LYMAN, LLC
LUMBERTIME	USPTO Registered	App 08-AUG-2005 App 78687483 Reg 06-NOV-2007 Reg 3331347	BEP/LYMAN, LLC
TRUSSTIME	USPTO Registered	App 17-JAN-2005 App 78548505 Reg 10-OCT-2006 Reg 3155087	BEP/LYMAN, LLC
FASTENER PROS 	USPTO Pending	App 28-JAN-2014 App 86178024	DESERT LUMBER - US LBM, LLC
K-I	USPTO Registered	App 19-OCT-2006 App 77024640 Reg 22-JAN-2008 Reg 3371430	KENTUCKY INDIANA LUMBER - US LBM, LLC

THE TRUSTED RESOURCE FOR BUILDING YOUR BUSINESS	USPTO Registered	App 23-SEP-2014 App 86403508 Reg 05-MAY-2015 Reg 4731458	US LBM HOLDINGS, LLC
YOUR BUILDING RESOURCE	USPTO Registered Supplemental Register	App 11-MAR-2013 App 85872217 Reg 19-NOV-2013 Reg 4437739	US LBM HOLDINGS, LLC
WISCONSIN BUILDING SUPPLY	USPTO Registered Supplemental Register	App 11-DEC-2009 App 77891947 Reg 11-JAN-2011 Reg 3905918	WISCONSIN BUILDING SUPPLY-US LBM, LLC
WISCONSIN BUILDING SUPPLY 	USPTO Registered Supplemental Register	App 11-DEC-2009 App 77891960 Reg 11-JAN-2011 Reg 3905919	WISCONSIN BUILDING SUPPLY-US LBM, LLC

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