

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM364206

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment to Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Coleman Floor, LLC		12/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
Stock Building Supply West (USA), Inc.		12/01/2015	CORPORATION: DELAWARE
Stock Building Supply West, LLC		12/01/2015	LIMITED LIABILITY COMPANY: UTAH
SBS / Bison Building Materials, LLC		12/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
TBSG, LLC		12/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
Stock Building Supply, LLC		12/01/2015	LIMITED LIABILITY COMPANY: NORTH CAROLINA
Stock Building Supply Midwest, LLC		12/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
Stock Building Supply of Arkansas, LLC		12/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
Coleman Floor Southeast, LLC		12/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
SBS Guilford, LLC		12/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
Stock Building Supply Holdings, Inc.		12/01/2015	CORPORATION: DELAWARE
Stock Window & Door Southeast, LLC		12/01/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Capital Finance, LLC, as Agent
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4493498	SMOOT BUILDING SOLUTIONS
Registration Number:	4493487	SMOOT
Registration Number:	4493499	SMOOT BUILDING SOLUTIONS
Registration Number:	4493496	SMOOT BUILDING SOLUTIONS
Registration Number:	4493495	ESTABLISHED 1822 SMOOT BUILDING SOLUTION
Registration Number:	4500342	ESTABLISHED 1822 SMOOT BUILDING SOLUTION
Registration Number:	4493489	ESTABLISHED 1822 SMOOT BUILDING SOLUTION
Registration Number:	4493488	SMOOT
Registration Number:	4493486	SMOOT
Registration Number:	4318419	MACON
Registration Number:	3613941	CUSTOMER FOCUSED ASSOCIATE DRIVEN

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Dwayne C. Houston

Address Line 1: 1025 Vermont Avenue NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F159824
NAME OF SUBMITTER:	Teresa L. McNally
SIGNATURE:	/Teresa L. McNally/
DATE SIGNED:	12/02/2015

Total Attachments: 7

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AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT TO TRADEMARK SECURITY AGREEMENT**, dated as of December 1, 2015 (this "Amendment"), is delivered pursuant to that certain Trademark Security Agreement, dated as of June 30, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), among the Grantors from time to time signatory thereto (each referred to hereinafter individually as a "Grantor" and collectively, jointly, and severally as "Grantors"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company, formerly known as Wells Fargo Foothill, LLC, in its capacity as the agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent"). All initially capitalized terms used herein (including the preamble and recitals hereof) without definition shall have the meanings assigned to such terms in the Trademark Security Agreement or, if not defined therein, the Second Amended and Restated Security Agreement, dated as of December 1, 2015, by and among the Grantors, Agent, and certain other parties thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantors and Agent are parties to (a) the Trademark Security Agreement, as recorded with the United States Patent and Trademark Office on July 6, 2009 at Reel 004017, Frame 0082, and (b) that certain Amendment Number One to Trademark Security Agreement, dated as of April 2, 2010 (the "2010 Amendment"), as recorded with the United States Patent and Trademark Office on April 5, 2010 at Reel 004180, Frame 0354.

WHEREAS, Grantors and Agent wish to amend the Trademark Security Agreement by amending Schedule I to the Trademark Security Agreement to add the trademarks appearing on Schedule I hereto to the Trademark Collateral, and Grantors and Agent have agreed to do so.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Each Grantor does hereby unconditionally grant, assign, and pledge to Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing second priority security interest in all of such Grantor's right, title and interest in, to and under the Additional Trademark Collateral (as defined below).

2. Each Grantor and Agent hereby agree that Schedule I to the Trademark Security Agreement is hereby amended by adding the Trademark Collateral listed on Schedule I attached hereto (the "Additional Trademark Collateral"), which such Additional Trademark Collateral shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto (as supplemented by the 2010 Amendment) and shall secure all Secured Obligations.

3. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of such Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement (as supplemented by the 2010 Amendment) prior to the effectiveness of this Amendment; and (b) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

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

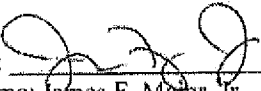
5. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

6. This Amendment is a Loan Document.


[signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Amendment to be duly executed as of the date first above written.

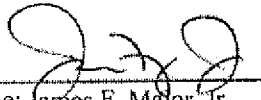
COLEMAN FLOOR, LLC, a Delaware limited liability company

By: 
Name: James F. Major, Jr.
Title: Executive Vice President and Chief Financial Officer


STOCK BUILDING SUPPLY, LLC, a North Carolina limited liability company

By: 
Name: James F. Major, Jr.
Title: Executive Vice President and Chief Financial Officer


STOCK BUILDING SUPPLY WEST (USA), INC., a Delaware corporation

By: 
Name: James F. Major, Jr.
Title: Executive Vice President and Chief Financial Officer


STOCK BUILDING SUPPLY MIDWEST, LLC, a Delaware limited liability company

By: 
Name: James F. Major, Jr.
Title: Executive Vice President and Chief Financial Officer

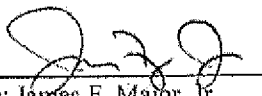
STOCK BUILDING SUPPLY WEST, LLC, a Utah limited liability company

By: 
Name: James F. Major, Jr.
Title: Executive Vice President and Chief Financial Officer


STOCK BUILDING SUPPLY OF ARKANSAS, LLC, a Delaware limited liability company

By: 
Name: James F. Major, Jr.
Title: Executive Vice President and Chief Financial Officer

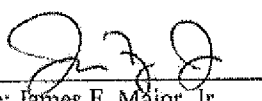
SBS / BISON BUILDING MATERIALS, LLC, a Delaware limited liability company

By: 
Name: James F. Major, Jr.
Title: Executive Vice President and Chief Financial Officer

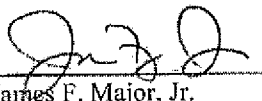
COLEMAN FLOOR SOUTHEAST, LLC, a Delaware limited liability company

By: 
Name: James F. Major, Jr.
Title: Executive Vice President and Chief Financial Officer

TBSG, LLC, a Delaware limited liability company

By: 
Name: James F. Major, Jr.
Title: Executive Vice President and Chief Financial Officer

SBS GUILFORD, LLC, a Delaware limited liability company

By: 
Name: James F. Major, Jr.
Title: Executive Vice President and Chief Financial Officer

[SIGNATURE PAGE TO AMENDMENT TO TRADEMARK SECURITY AGREEMENT]

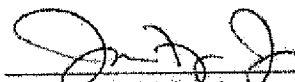
**STOCK WINDOW & DOOR SOUTHEAST,
LLC**, a Delaware limited liability company

By: 

Name: James F. Major, Jr.

Title: Executive Vice President and Chief Financial
Officer

**STOCK BUILDING SUPPLY HOLDINGS,
INC.**, a Delaware corporation

By: 

Name: James F. Major, Jr.

Title: Executive Vice President and Chief Financial
Officer

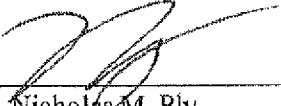
[SIGNATURE PAGE TO AMENDMENT TO TRADEMARK SECURITY AGREEMENT]

Accepted and Acknowledged by:

AGENT:

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

By: _____


Nicholas M. Ply
Vice President

[SIGNATURE PAGE TO AMENDMENT TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005681 FRAME: 0463

SCHEDULE I
to
AMENDMENT TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

MARK	Serial No.	Reg. No.	Filing Date	Reg. Date	Owner
SMOOT BUILDING SOLUTIONS	85799042	4493498	12/10/2012	03/11/2014	Stock Building Supply Holdings, Inc.
SMOOT	85796262	4493487	12/06/2012	03/11/2014	Stock Building Supply Holdings, Inc.
SMOOT BUILDING SOLUTIONS	85799069	4493499	12/10/2012	03/11/2014	Stock Building Supply Holdings, Inc.
SMOOT BUILDING SOLUTIONS.	85798615	4493496	12/10/2012	03/11/2014	Stock Building Supply Holdings, Inc.
ESTABLISHED 1822 SMOOT BUILDING SOLUTIONS A STOCK BUILDING SUPPLY COMPANY	85798557	4493495	12/10/2012	03/11/2014	Stock Building Supply Holdings, Inc.
ESTABLISHED 1822 SMOOT BUILDING SOLUTIONS A STOCK BUILDING SUPPLY COMPANY	85796364	4500342	12/06/2012	03/25/2014	Stock Building Supply Holdings, Inc.
ESTABLISHED 1822 SMOOT BUILDING SOLUTIONS A STOCK BUILDING SUPPLY COMPANY	85796339	4493489	12/06/2012	03/11/2014	Stock Building Supply Holdings, Inc.
SMOOT	85796275	4493488	12/06/2012	03/11/2014	Stock Building Supply Holdings, Inc.
SMOOT	85796227	4493486	12/06/2012	03/11/2014	Stock Building Supply Holdings, Inc.

MACON	85525128	4318419	01/25/2012	04/09/2013	Stock Building Supply Holdings, Inc.
CUSTOMER FOCUSED ASSOCIATE DRIVEN	78827166	3613941	03/02/2006	04/28/2009	Stock Building Supply, LLC

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