

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM364204

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amendment to Trademark Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Building Materials Holding Corporation		12/01/2015	CORPORATION: DELAWARE
BMC West Corporation		12/01/2015	CORPORATION: DELAWARE
Selectbuild Southern California, Inc.		12/01/2015	CORPORATION: DELAWARE
Procon Construction Services, LLC		12/01/2015	LIMITED LIABILITY COMPANY: GEORGIA
Trussmart Building Components, LLC		12/01/2015	LIMITED LIABILITY COMPANY: GEORGIA
Selectbuild Construction, Inc.		12/01/2015	CORPORATION: DELAWARE
VNS Corporation		12/01/2015	CORPORATION: GEORGIA

## RECEIVING PARTY DATA

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

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4820704	BMC DESIGN
Registration Number:	4596892	READY-FRAME
Registration Number:	4616659	READY-FRAME
Registration Number:	4608992	READY-FRAME PRECISION PACKAGES BY BMC
Registration Number:	4765371	READY-FRAME PRECISION PACKAGES BY BMC
Registration Number:	4843835	SMART BUNDLED

## 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

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

**Total Attachments: 5**  
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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 January 4, 2010 (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 January 5, 2010 at Reel 004124, Frame 0925, (b) that certain IP Supplement, dated as of January 6, 2010 (the "IP Supplement"), as recorded with the United States Patent and Trademark Office on February 12, 2010 at Reel 004149, Frame 0234, (c) that certain Amendment to Trademark Security Agreement, dated as of September 20, 2013 (the "2013 Amendment"), as recorded with the United States Patent and Trademark Office on September 20, 2013 at Reel 005115, Frame 0292, and (d) that certain Amendment to Trademark Security Agreement, dated as of June 1, 2015 (the "2015 Amendment"), as recorded with the United States Patent and Trademark Office on June 2, 2015 at Reel 5538, Frame 0880.

**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 IP Supplement, the 2013 Amendment, and the 2015 Amendment) and shall secure all Secured Obligations.
3. Each Grantor hereby: (a) reaffirms all prior grants of second priority 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 IP Supplement, the 2013 Amendment, and the 2015 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]

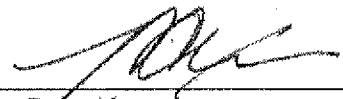
IN WITNESS WHEREOF, each Grantor has caused this Amendment to be duly executed as of the date first above written.

**BUILDING MATERIALS HOLDING CORPORATION**, a Delaware corporation

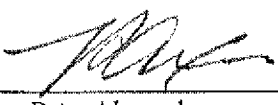
By:   
Name: Peter Alexander  
Title: Chief Executive Officer

**TRUSSMART BUILDING COMPONENTS, LLC**, a Georgia limited liability company

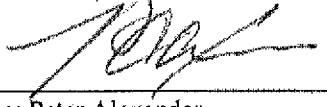
By: VNS Corporation, its managing member

By:   
Name: Peter Alexander  
Title: Chief Executive Officer

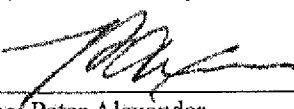
**BMC WEST CORPORATION**, a Delaware corporation

By:   
Name: Peter Alexander  
Title: Chief Executive Officer

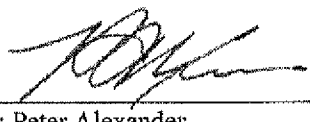
**SELECTBUILD CONSTRUCTION, INC.**, a Delaware corporation

By:   
Name: Peter Alexander  
Title: Chief Executive Officer

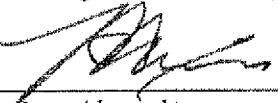
**SELECTBUILD SOUTHERN CALIFORNIA, INC.**, a Delaware corporation

By:   
Name: Peter Alexander  
Title: Chief Executive Officer

**VNS CORPORATION**, a Georgia corporation

By:   
Name: Peter Alexander  
Title: Chief Executive Officer

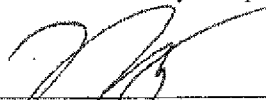
**PROCON CONSTRUCTION SERVICES, LLC**, a Georgia limited liability company

By:   
Name: Peter Alexander  
Title: Chief Executive 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: 0471**

**SCHEDULE I**  
to  
**AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>MARK</b>	<b>Serial No.</b>	<b>Reg. No.</b>	<b>Filing Date</b>	<b>Reg. Date</b>	<b>Owner</b>
<b>BMC Design</b>	<b>86336968</b>	<b>4820704</b>	<b>07/15/2014</b>	<b>09/29/2015</b>	<b>Building Materials Holding Corporation</b>
<b>READY-FRAME (word mark)</b>	<b>86181874</b>	<b>4596892</b>	<b>02/01/2014</b>	<b>09/02/2014</b>	<b>Building Materials Holding Corporation</b>
<b>READY-FRAME (word mark)</b>	<b>86181876</b>	<b>4616659</b>	<b>02/01/2014</b>	<b>10/07/2014</b>	<b>Building Materials Holding Corporation</b>
<b>READY-FRAME PRECISION PACKAGES BY BMC &amp; Design</b>	<b>86181866</b>	<b>4608992</b>	<b>02/01/2014</b>	<b>09/23/2014</b>	<b>Building Materials Holding Corporation</b>
<b>READY-FRAME PRECISION PACKAGES BY BMC &amp; Design</b>	<b>86188437</b>	<b>4765371</b>	<b>02/08/2014</b>	<b>06/30/2015</b>	<b>Building Materials Holding Corporation</b>
<b>Smart Bundled</b>	<b>86336972</b>	<b>4843835</b>	<b>07/15/2014</b>	<b>11/03/2015</b>	<b>Building Materials Holding Corporation</b>

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