

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM366765

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Stock Building Supply, LLC		12/01/2015	LIMITED LIABILITY COMPANY: NORTH CAROLINA
Stock Building Supply of Arkansas, LLC		12/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
BMC Stock Holdings, Inc.		12/01/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association		
<b>Street Address:</b>	50 South Sixth Street, Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 30</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4038878	ARTRIM	
<b>Registration Number:</b>	3613941	CUSTOMER FOCUSED ASSOCIATE DRIVEN	
<b>Registration Number:</b>	4272483	FORTIS	
<b>Registration Number:</b>	4318419	MACON	
<b>Registration Number:</b>	1519404	NATIONAL HOME CENTER	
<b>Registration Number:</b>	1428015	NATIONAL HOME CENTER	
<b>Registration Number:</b>	3073438	PORTRAIT	
<b>Registration Number:</b>	2647227	S	
<b>Registration Number:</b>	2885007	S	
<b>Registration Number:</b>	2887414	S	
<b>Registration Number:</b>	2987949	S	
<b>Registration Number:</b>	4493488	SMOOT	
<b>Registration Number:</b>	4493486	SMOOT	
<b>Registration Number:</b>	4493487	SMOOT	
<b>Registration Number:</b>	4493499	SMOOT BUILDING SOLUTIONS	

CH \$765.00 4038878

Property Type	Number	Word Mark
Registration Number:	4493496	SMOOT BUILDING SOLUTIONS
Registration Number:	4493498	SMOOT BUILDING SOLUTIONS
Registration Number:	4500342	ESTABLISHED 1822 SMOOT BUILDING SOLUTION
Registration Number:	4493495	ESTABLISHED 1822 SMOOT BUILDING SOLUTION
Registration Number:	4493489	ESTABLISHED 1822 SMOOT BUILDING SOLUTION
Registration Number:	2644502	STOCK
Registration Number:	2637314	STOCK
Registration Number:	2647231	STOCK
Registration Number:	2720028	STOCK
Registration Number:	2647232	STOCK
Registration Number:	2641372	STOCK BUILDING SUPPLY
Registration Number:	2611008	STOCK BUILDING SUPPLY
Registration Number:	2622487	STOCK BUILDING SUPPLY
Registration Number:	2882788	STOCK BUILDING SUPPLY
Registration Number:	2644503	STOCK BUILDING SUPPLY

**CORRESPONDENCE DATA**

Fax Number: 9494754754  
*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: 949-451-3800  
Email: skann@gibsondunn.com  
Correspondent Name: Stephanie S. Kann, Senior Paralegal  
Address Line 1: 3161 Michelson Drive  
Address Line 2: Gibson, Dunn & Crutcher LLP  
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	08299-00094
NAME OF SUBMITTER:	Stephanie S. Kann
SIGNATURE:	/stephanie s. kann/
DATE SIGNED:	12/21/2015

**Total Attachments: 10**  
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 1, 2015, is made by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each individually a "Grantor"), and Wilmington Trust, National Association, a national banking association, in its capacity as notes collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Indenture, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture") by and among BMC Stock Holdings, Inc., a Delaware corporation, as successor-by-merger to Building Materials Holding Corporation (the "Issuer"), certain subsidiaries of the Issuer party thereto as "Guarantors," Wilmington Trust, National Association, in its capacity as trustee (the "Trustee"), and as the Collateral Agent, the Issuer is the obligor of the Notes, and the Issuer, the Guarantors, the Trustee and the Collateral Agent have agreed to enter into the Indenture for the equal and ratable benefit of each other and for the equal and ratable benefit of the Holders of the Notes;

WHEREAS, the Grantors and the Collateral Agent are parties to that certain Security Agreement dated as of September 30, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement or the Indenture.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks and trademark intellectual property licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information,

technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark intellectual property license; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademark licensed under any intellectual property license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any intellectual property license.

Notwithstanding the foregoing, such grant of a security interest shall not extend to, and the term "Trademark Collateral" shall not include any General Intangibles which are now or hereafter held by any Grantor as licensee, lessee or otherwise, to the extent that (i) such General Intangibles are not assignable or capable of being encumbered as a matter of law or under the terms of the license, lease or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of the licensor or lessor thereof or other applicable party thereto and (ii) such consent has not been obtained; provided, however, that the foregoing grant of security interest shall extend to, and the term "Trademark Collateral" shall include (A) any General Intangible which is Rights to Payment or a proceed of, or otherwise related to the enforcement and collection of, any Rights to Payment, or goods which are the subject of any Rights to Payment, (B) any and all proceeds of such General Intangibles to the extent that the assignment or encumbering of such proceeds is not so restricted and (C) upon any such licensor's, lessor's or other applicable party's consent with respect to any such otherwise excluded General Intangibles being obtained, thereafter such General Intangibles as well as any and all proceeds thereof that might have theretofore been excluded from such grant of a security interest and the term "Trademark Collateral".

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantors, or any of them, to the Secured Parties.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, which is registered or becomes registered or the subject of an application for registration with the U.S. Patent and Trademark Office, the provisions of this Agreement shall automatically apply thereto. The Grantors shall give prompt notice in writing to the Collateral Agent with respect to any such new trademarks or renewal or extension of any

trademark registration. Without limiting the Grantors' obligations under this Section, the Grantors hereby authorize the Collateral Agent unilaterally (without any obligation) to modify this Agreement by amending Schedule I to include any such new trademark rights of the Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement may be executed in one or more counterparts, and by different parties on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. CONSTRUCTION. Unless the context of this Agreement or any other Security Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement or any other Security Document referred to this Agreement or such other Security Document, as the case may be, as a whole and not to any particular provision of this Agreement or such other Security Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement or in any other Security Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Security Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

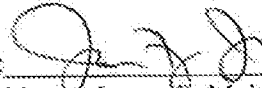
8. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 16 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]


IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

STOCK BUILDING SUPPLY, LLC

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

STOCK BUILDING SUPPLY OF ARKANSAS,  
LLC

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

BMC STOCK HOLDINGS, INC.

By: \_\_\_\_\_  
Name: Peter Alexander  
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

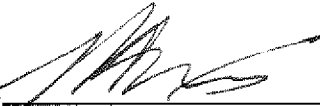
STOCK BUILDING SUPPLY, LLC

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

STOCK BUILDING SUPPLY OF ARKANSAS,  
LLC

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

BMC STOCK HOLDINGS, INC.

By:  \_\_\_\_\_  
Name: Peter Alexander  
Title: Chief Executive Officer




**WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Trustee**


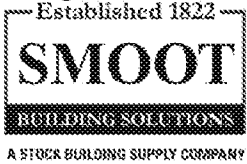
By: \_\_\_\_\_  
Name: **Jane Schweiger**  
Title: **Vice President**










SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<b>Owner Name</b>	<b>Trademark Name</b>	<b>Status</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Stock Building Supply LLC	ARTRIM	Registered	77/596,089	10/20/2008	4,038,878	10/11/2011
Stock Building Supply LLC	CUSTOMER FOCUSED ASSOCIATE DRIVEN	Registered	78/827,166	03/02/2006	3,613,941	04/28/2009
Stock Building Supply, LLC	FORTIS	Registered	77/596,208	10/20/2008	4,272,483	01/18/2013
BMC Stock Holdings, Inc.	MACON	Registered	85/525,128	01/25/2012	4,318,419	04/09/2013
Stock Building Supply of Arkansas, LLC	NATIONAL HOME CENTER	Registered	73/730,556	05/24/1988	1,519,404	01/03/1989
Stock Building Supply of Arkansas, LLC	NATIONAL HOME CENTER	Registered	73/577,689	01/13/1986	1,428,015	02/03/1987
Stock Building Supply LLC	PORTRAIT	Registered	78/600,833	04/04/2005	3,073,438	03/28/2006
BMC Stock Holdings, Inc.	S and Design 	Registered	78/022,949	08/25/2000	2,647,227	11/05/2002
BMC Stock Holdings, Inc.	S and Design 	Registered	78/024,070	09/01/2000	2,885,007	09/14/2004
BMC Stock Holdings, Inc.	S and Design 	Registered	78/024,075	09/01/2000	2,887,414	09/21/2004

Owner Name	Trademark Name	Status	App. No.	Filing Date	Reg. No.	Reg. Date
BMC Stock Holdings, Inc..	S and Design 	Registered	78/024,078	09/01/2000	2,987,949	08/23/2005
BMC Stock Holdings, Inc.	SMOOT	Registered	85/796,275	12/06/2012	4,493,488	03/11/2014
BMC Stock Holdings, Inc.	SMOOT	Registered	85/796,227	12/06/2012	4,493,486	03/11/2014
BMC Stock Holdings, Inc.	SMOOT	Registered	85/796,262	12/06/2012	4,493,487	03/11/2014
BMC Stock Holdings, Inc.	SMOOT BUILDING SOLUTIONS	Registered	85/799,069	12/10/2012	4,493,499	03/11/2014
BMC Stock Holdings, Inc.	SMOOT BUILDING SOLUTIONS	Registered	85/798,615	12/10/2012	4,493,496	03/11/2014
BMC Stock Holdings, Inc.	SMOOT BUILDING SOLUTIONS	Registered	85/799,042	12/10/2012	4,493,498	03/11/2014
BMC Stock Holdings, Inc.	ESTABLISHED 1822 SMOOT BUILDING SOLUTIONS A STOCK BUILDING SUPPLY COMPANY and Design  A STOCK BUILDING SUPPLY COMPANY	Registered	85/796,364	12/06/2012	4,500,342	03/25/2014

Owner Name	Trademark Name	Status	App. No.	Filing Date	Reg. No.	Reg. Date
BMC Stock Holdings, Inc.	ESTABLISHED 1822 SMOOT BUILDING SOLUTIONS A STOCK BUILDING SUPPLY COMPANY and Design 	Registered	85/798,557	12/10/2012	4,493,495	03/11/2014
BMC Stock Holdings, Inc.	ESTABLISHED 1822 SMOOT BUILDING SOLUTIONS A STOCK BUILDING SUPPLY COMPANY and Design 	Registered	85/796,339	12/06/2012	4,493,489	03/11/2014
BMC Stock Holdings, Inc.	STOCK and Design 	Registered	78/022,952	08/25/2000	2,644,502	10/29/2002
BMC Stock Holdings, Inc.	STOCK and Design 	Registered	78/022,961	08/25/2000	2,637,314	10/15/2002
BMC Stock Holdings, Inc.	STOCK and Design 	Registered	78/024,051	09/01/2000	2,647,231	11/05/2002
BMC Stock Holdings, Inc.	STOCK and Design 	Registered	78/024,060	09/01/2000	2,720,028	05/27/2003
BMC Stock Holdings, Inc.	STOCK and Design 	Registered	78/024,067	09/01/2000	2,647,232	11/05/2002
BMC Stock Holdings, Inc.	STOCK BUILDING SUPPLY	Registered	78/020,590	08/10/2000	2,641,372	10/22/2002

<b>Owner Name</b>	<b>Trademark Name</b>	<b>Status</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
BMC Stock Holdings, Inc.	STOCK BUILDING SUPPLY	Registered	78/022,926	08/25/2000	2,611,008	08/20/2002
BMC Stock Holdings, Inc.	STOCK BUILDING SUPPLY	Registered	78/024,037	09/01/2000	2,622,487	09/17/2002
BMC Stock Holdings, Inc..	STOCK BUILDING SUPPLY	Registered	78/024,039	09/01/2000	2,882,788	09/07/2004
BMC Stock Holdings, Inc.	STOCK BUILDING SUPPLY	Registered	78/024,045	09/01/2000	2,644,503	10/29/2002