

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388018

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
US LBM HOLDINGS, LLC		06/15/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Collateral Agent		
Street Address:	20 King Street West		
Internal Address:	4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86357694	NORTHERN CLASSIC CABINETS	
Serial Number:	87013362	ELEVATIONS DESIGN SOLUTIONS BY MYERS CAB	
Serial Number:	87013345	ELEVATIONS CABINETRY · DESIGN · SOLUTION	
Serial Number:	86917151	ELEVATIONS MILLWORK & CABINETRY BY ABC	
Serial Number:	86917141	ELEVATIONS	
Serial Number:	86903589	U.S. LBM	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	78436.000187		
NAME OF SUBMITTER:	Christine Dionne		
SIGNATURE:	/Christine Dionne/		

CH \$165.00 86357694

DATE SIGNED:	06/15/2016
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Total Attachments: 5

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ABL NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

ABL NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of June 15, 2016, made by US LBM HOLDINGS, LLC, a Delaware limited liability company having a principal place of business at 1990 Larsen Road, Green Bay, Wisconsin 54303 (the "Grantor"), in favor of ROYAL BANK OF CANADA ("RBC"), having a principal place of business at 20 King Street West, 4th Floor, Toronto, Ontario, M5H 1C4, as administrative agent for the banks and other financial institutions (collectively, the "Lenders") from time to time parties to the ABL Credit Agreement (as defined below) and as collateral agent for the Secured Parties (as defined in the ABL Credit Agreement) (RBC 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 ABL Credit Agreement and the ABL Guarantee and Collateral Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain ABL Credit Agreement, dated as of August 20, 2015 (as amended as of January 4, 2016, as further amended as of March 24, 2016, as further amended as of April 29, 2016 and as further amended, supplemented or otherwise modified from time to time, the "ABL Credit Agreement"), among LBM Borrower, LLC, a Delaware limited liability company (the "Parent Borrower"), the Subsidiary Borrowers from time to time party thereto (together with the Parent Borrower, collectively the "Borrowers" and each individually a "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 Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the ABL Credit Agreement, the Grantor, the Parent Borrower and Holding have executed and delivered an ABL Guarantee and Collateral Agreement, dated as of August 20, 2015 (as amended, supplemented or otherwise modified from time to time, the "ABL Guarantee and Collateral Agreement"), in favor of the Collateral Agent; and

WHEREAS, pursuant to the ABL Guarantee and Collateral Agreement, the 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, the 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 Borrowers pursuant to the ABL Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Confirmation of Grant of Security Interest. The 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 ABL Guarantee and Collateral Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its Trademarks (including, without limitation, those items listed 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 Borrowers, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the 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 the 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 ABL Guarantee and Collateral Agreement. The ABL 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. The 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 ABL Credit Agreement and the ABL 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 ABL Guarantee and Collateral Agreement, the provisions of the ABL Guarantee and Collateral Agreement shall prevail.

SECTION 4. 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.

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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.

US LBM Holdings, LLC


By: 
Name: Brian Hein
Title: Vice President Corporate Controller

[Trademark Notice -- ABL]

TRADEMARK
REEL: 005814 FRAME: 0898

ROYAL BANK OF CANADA
as Collateral Agent


By:


Name: Ann Hurley
Title: Manager, Agency

SCHEDULE I




Part A

TRADEMARK REGISTRATIONS

	Mark	Source/Status	App. Date/ No. Reg. Date/No.	Owner
1.		USPTO Registered Principal Register	App 05-AUG-2014 App# 86357694 Reg 8-DEC-2015 Reg# 4867890	US LBM Holdings, LLC

Part B

TRADEMARK APPLICATIONS

	Mark	Source/Status	App. Date/ No. Reg. Date/No.	Owner
1.		USPTO Pending Principal Register	App# 87013362 Filed: April 25, 2016	US LBM Holdings, LLC
2.		USPTO Pending Principal Register	App# 87013345 Filed: April 25, 2016	US LBM Holdings, LLC
3.	ELEVATIONS MILLWORK & CABINETS BY ABC	USPTO Pending Principal Register	App# 86917151 Filed: February 23, 2016	US LBM Holdings, LLC
4.	ELEVATIONS	USPTO Pending Principal Register	App# 86917141 Filed: February 23, 2016	US LBM Holdings, LLC
5.		USPTO Pending Principal Register	App# 86903589 Filed: February 10, 2016	US LBM Holdings, LLC

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