

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388266

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
US LBM HOLDINGS, LLC		06/15/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4867890	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:	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:	crs1-41217		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		

OP \$165.00 4867890

SIGNATURE:	/pja/
DATE SIGNED:	06/16/2016
Total Attachments: 6 source=41217#page1.tif source=41217#page2.tif source=41217#page3.tif source=41217#page4.tif source=41217#page5.tif source=41217#page6.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 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 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 August 20, 2015 (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 Grantor, the Borrower and Holding have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of August 20, 2015 (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, 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 Borrower pursuant to the Second Lien 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 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 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 Borrower, 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 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. 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 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 6. 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.

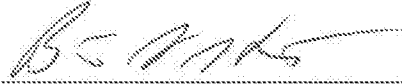
* * *

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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:



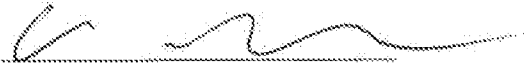
Name: Brian Hein

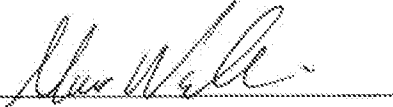
Title: Vice President Corporate Controller

[Trademark Notice – Second Lien]

TRADEMARK
REEL: 005816 FRAME: 0286

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH
as Collateral Agent


By: 
Name: CHRISTOPHER DAY
Title: AUTHORIZED SIGNATORY

By: 
Name: Max Wallins
Title: Authorized Signatory

SCHEDULE I

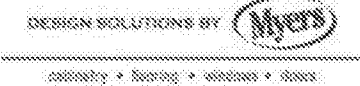
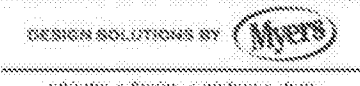

Part A

TRADEMARK REGISTRATIONS

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

Part B

TRADEMARK APPLICATIONS

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

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