

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395888

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Builders FirstSource - Intellectual Property, L.P.		08/22/2016	Limited Partnership: TEXAS
Builders FirstSource - Atlantic Group, LLC		08/22/2016	Limited Liability Company: DELAWARE
ProBuild Holdings LLC		08/22/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as Notes Collateral Agent
Street Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2938424	1 BUILDERS FIRSTSOURCE
Registration Number:	2938423	BUILDERS FIRSTSOURCE
Registration Number:	2885752	SYNBOARD
Registration Number:	1867321	DIXIELINE
Registration Number:	4684231	PROBUILD
Registration Number:	4684230	PROBUILD
Registration Number:	4684232	PROBUILD
Registration Number:	4687694	PROBUILD
Registration Number:	4687695	PROBUILD
Registration Number:	4687696	PROBUILD
Registration Number:	3619743	PRO-BUILD
Registration Number:	3631873	PRO-BUILD
Registration Number:	3616471	PRO-BUILD
Registration Number:	2186643	PRODIRECT

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Property Type	Number	Word Mark
Registration Number:	3756050	PROLOCK
Registration Number:	2134156	PROMILLWORK
Registration Number:	4671840	ROYAL PASSAGE
Registration Number:	4671841	ROYAL PASSAGE
Registration Number:	1915663	THE CONTRACTOR YARD
Registration Number:	1895765	THE CONTRACTOR YARD

CORRESPONDENCE DATA

Fax Number: 3128622200
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: 3128628738
Email: michelle.nowicki@kirkland.com
Correspondent Name: Michelle Nowicki
Address Line 1: 300 N. LaSalle Street
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	26194-1 MN
NAME OF SUBMITTER:	Michelle Nowicki
SIGNATURE:	/Michelle Nowicki/
DATE SIGNED:	08/22/2016

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT, dated as of August 22, 2016 (this "Agreement"), among BUILDERS FIRSTSOURCE - INTELLECTUAL PROPERTY, L.P., a Texas limited partnership, BUILDERS FIRSTSOURCE - ATLANTIC GROUP, LLC, a Delaware limited liability company, PROBUILD HOLDINGS LLC, a Delaware limited liability company (each a "Grantor" and together, the "Grantors") and WILMINGTON TRUST, NATIONAL ASSOCIATION, as Notes Collateral Agent (in such capacity, the "Notes Collateral Agent").

Reference is made to the Notes Collateral Agreement dated of August 22, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Notes Collateral Agreement") among the Issuer, the other Grantors from time to time party thereto and the Notes Collateral Agent, relating to issuance by the Issuer of \$750,000,000 in aggregate principal amount of the Issuer's 5.625% Senior Secured Notes due 2024, to be issued pursuant to the Indenture dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Indenture"), among the Issuer, the Guarantors party thereto from time to time (the "Guarantors") and Wilmington Trust, National Association, as trustee and the Notes Collateral Agent. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Notes Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Notes Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantors hereby grant to the Notes Collateral Agent, its successors and assigns, for the benefit of the Noteholder Secured Parties, a security interest (the "Security Interest") in all of each Grantor's right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Notes Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Notes Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Notes Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Notes Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Notes Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict

between the terms of this Agreement and the Notes Collateral Agreement, the terms of the Notes Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 7. Notes Collateral Agent. Wilmington Trust, National Association is entering into this Agreement solely in its capacity as Notes Collateral Agent under the Indenture and shall be entitled to all of the rights, privileges and immunities of the Notes Collateral Agent set forth in the Indenture as if such rights, privileges and immunities were set forth herein

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BUILDERS FIRSTSOURCE -
INTELLECTUAL PROPERTY, L.P., as
Grantor

By: Donald F. McAleenan
Name: Donald F. McAleenan
Title: Senior Vice President, General
Counsel and Secretary

BUILDERS FIRSTSOURCE - ATLANTIC
GROUP, LLC, as Grantor

By: Donald F. McAleenan
Name: Donald F. McAleenan
Title: Senior Vice President, General
Counsel and Secretary

PROBUILD HOLDINGS LLC, as Grantor

By: Donald F. McAleenan
Name: Donald F. McAleenan
Title: Senior Vice President, General
Counsel and Secretary

[Signature Page to Trademark Security Agreement]

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WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Notes Collateral Agent


By: W.T. Morris II
Name: **W. Thomas Morris, II**
Title: **Vice President**

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005860 FRAME: 0958

Schedule I

TRADEMARK & DESIGN	REG. NUMBER	REG. DATE	OWNER
	2938424	05-APR-2005	BUILDERS FIRSTSOURCE - INTELLECTUAL PROPERTY, L.P.
BUILDERS FIRSTSOURCE	2938423	05-APR-2005	BUILDERS FIRSTSOURCE - INTELLECTUAL PROPERTY, L.P.
SYNBOARD	2885752	21-SEP-2004	BUILDERS FIRSTSOURCE - ATLANTIC GROUP, LLC
DIXIELINE	1867321	13-DEC-1994	PROBUILD HOLDINGS LLC
PROBUILD	4684231	10-FEB-2015	PROBUILD HOLDINGS LLC
	4684230	10-FEB-2015	PROBUILD HOLDINGS LLC
	4684232	10-FEB-2015	PROBUILD HOLDINGS LLC
PROBUILD	4687694	17-FEB-2015	PROBUILD HOLDINGS, LLC
	4687695	17-FEB-2015	PROBUILD HOLDINGS LLC
PROBUILD	4687696	17-FEB-2015	PROBUILD HOLDINGS LLC
PRO-BUILD	3619743	12-MAY-2009	PROBUILD HOLDINGS LLC
PRO-BUILD	3631873	02-JUN-2009	PROBUILD HOLDINGS LLC
PRO-BUILD	3616471	05-MAY-2009	PROBUILD HOLDINGS LLC

TRADEMARK & DESIGN	REG. NUMBER	REG. DATE	OWNER
PRODIRECT	2186643	01-SEP-1998	PROBUILD HOLDINGS LLC
PROLOCK	3756050	02-MAR-2010	PROBUILD HOLDINGS LLC
PROMILLWORK	2134156	03-FEB-1998	PROBUILD HOLDINGS LLC
ROYAL PASSAGE	4671840	13-JAN-2015	PROBUILD HOLDINGS LLC
ROYAL PASSAGE	4671841	13-JAN-2015	PROBUILD HOLDINGS LLC
	1915663	29-AUG-1995	PROBUILD HOLDINGS LLC
THE CONTRACTOR YARD	1895765	23-MAY-1995	PROBUILD HOLDINGS LLC