

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423827

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Lumber Group, LLC		04/14/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	300 Galleria Parkway		
Internal Address:	Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30338		
Entity Type:	Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	5089873	PEARL INTERIOR TRIM	
Registration Number:	3063732	PEARL	
Registration Number:	3207867	OUTBACK DECKING	
Registration Number:	3622648	OUTBACK DECKING	
Registration Number:	3282709	BOSTON CEDAR & MILLWORK	
Registration Number:	3377642	TITANIUM WHITE	
Registration Number:	4636288	TIO2 TITANIUM WHITE	
Registration Number:	4640141	TIO2 TITANIUMWHITE	
Registration Number:	3560512	BOSTON CEDAR.COM	
Registration Number:	3560889	BEVEL IN A BOX	
Registration Number:	3557410	BEVEL IN A BOX	
Registration Number:	3738002	CEDARSIDE	
Registration Number:	4235634	CEDARSIDE	
Registration Number:	4026221	CEDARSOLUTIONS	
Registration Number:	4159359	CEDARTRIM	
Registration Number:	4070377	TRUE GOLD	
Registration Number:	4435449	BOSTON CEDAR	
Registration Number:	4567010	WHITE GOLD BY BOSTON CEDAR	
TRADEMARK			

OP \$515.00 5089873

Property Type	Number	Word Mark
Registration Number:	3721440	U.S. LUMBER
Registration Number:	3739128	U.S. LUMBER

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: 800-494-5225
Email: ipteam@nationalcorp.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, LTD
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F169627 TM IPSA
NAME OF SUBMITTER:	Emily Ohannessian
SIGNATURE:	/Emily Ohannessian/
DATE SIGNED:	04/14/2017

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 14, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of BANK OF AMERICA, N.A., as administrative agent and collateral agent (together with its successors and permitted assigns in such capacities, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Specialty Building Products Holdings, LLC, a Delaware limited liability company (“Holdings”), U.S. Lumber Group, LLC, a Delaware limited liability company (“Parent Borrower”) and the other Persons from time to time parties thereto as Borrowers (together with Parent Borrower, the “Borrowers”) have entered into that certain ABL Credit Agreement, dated as of April 14, 2017 (as amended, restated, amended and restated, supplemented, refinanced or otherwise modified or replaced from time to time, the “Credit Agreement”), with the several banks and other financial institutions from time to time party thereto as Lenders and as Issuing Banks and the Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers and the Issuing Banks to issue Letters of Credit on behalf of the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered that certain ABL Guarantee and Collateral Agreement, dated as of April 14, 2017, in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement and subject to the limitations contained therein, the Grantors have granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Agent, for the benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby grants to the Agent, to the extent provided in Section 2.1 of the Guarantee and Collateral Agreement, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Guarantor Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (i) all United States copyrights, whether or not the underlying works of authorship have been published and whether as author, assignee, transferee or otherwise, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations, copyright applications, mask works registrations and mask works applications, and any renewals or extensions thereof, including

each registration and application identified in Schedule 1, and (ii) the rights to print, publish and distribute any of the foregoing (“Copyrights”);

(b) all Copyright Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party;

(c) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (a) and (b) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) and (b) above (the items described in (a), (b) and (c), collectively, the “Copyright Collateral”);

(d) (i) all United States, state trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, designs and general intangibles of like nature and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 2 (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(e) all Trademark Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party;

(f) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (d) and (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (d) and (e) above (items described in clauses (d), (e) and (f), collectively, the “Trademark Collateral”);

(g) (i) all United States patents, patent applications and patentable inventions, including each issued patent and patent application identified in Schedule 3, all certificates of invention or similar property rights and all registrations, recordings and pending applications thereof, (ii) all inventions and improvements described and claimed therein and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon (collectively, the “Patents”);

(h) all Patent Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party; and

(i) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (g) and (h) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (g) and (h) above (items described in (f), (g) and (h), collectively, the “Patent Collateral”).

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights and Commissioner of Patents and Trademarks, as applicable, and any other applicable United States record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

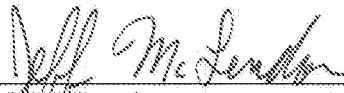
SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

SECTION 7 Notice. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Guarantee and Collateral Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

[Signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

U.S. LUMBER GROUP, LLC

By: 
Name: Jeff McLendon
Title: President and Chief Executive Officer

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 006034 FRAME: 0071

BANK OF AMERICA, N.A., as Agent

By:


Name: Daniel K. Clancy

Title: Senior Vice President

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 006034 FRAME: 0072

COPYRIGHTS AND COPYRIGHT LICENSES

None.

TRADEMARKS**United States:**

<u>U.S. Trademark</u>	<u>Serial No. / Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
PEARL INTERIOR TRIM	86/930960 3/7/2016	5,089,873	11/29/16	U.S. Lumber Group, LLC
PEARL	78/591198 3/21/2005	3,063,732	2/28/06	U.S. Lumber Group, LLC
OUTBACK DECKING	78/733500 10/14/2005	3,207,867	2/13/07	U.S. Lumber Group, LLC
OUTBACK DECKING & Kangaroo Design	77/589235 10/9/2008	3,622,648	5/19/09	U.S. Lumber Group, LLC
BOSTON CEDAR & MILLWORK	78/827133 3/2/2006	3,282,709	8/21/07	U.S. Lumber Group, LLC
TITANIUM WHITE	77/180625 5/14/2007	3,377,642	2/5/08	U.S. Lumber Group, LLC
TiO2 TITANIUM WHITE (Stylized and horizontal)	86/216650 3/10/2014	4,636,288	11/11/14	U.S. Lumber Group, LLC
TiO2 TITANIUM WHITE (Stylized, in color and horizontal)	86/216845 3/10/2014	4,640,141	11/18/14	U.S. Lumber Group, LLC
BOSTON CEDAR.COM & Design	77/484652 5/28/2008	3,560,512	1/13/09	U.S. Lumber Group, LLC
BEVEL IN A BOX	77/491624 6/5/2008	3,560,889	1/13/09	U.S. Lumber Group, LLC
BEVEL IN A BOX & Design (color)	77/491641 6/5/2008	3,557,410	1/6/09	U.S. Lumber Group, LLC
CEDARSIDE	77/643606 1/5/2009	3,738,002	1/12/10	U.S. Lumber Group, LLC
CEDARSIDE & Design	77/793582 7/30/2009	4,235,634	11/6/12	U.S. Lumber Group, LLC
CEDARSOLUTIONS	85/251690 2/25/2011	4,026,221	9/13/11	U.S. Lumber Group, LLC
CEDARTRIM &	85/374966	4,159,359	6/12/12	U.S. Lumber

<u>U.S. Trademark</u>	<u>Serial No. / Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
Design	7/19/2011			Group, LLC
TRUE GOLD	85/310841 5/3/2011	4,070,377	12/13/11	U.S. Lumber Group, LLC
BOSTON CEDAR	85/864029 3/1/2013	4,435,449	11/19/13	U.S. Lumber Group, LLC
WHITE GOLD BY BOSTON CEDAR	86/088786 10/10/2013	4,567,010	7/15/14	U.S. Lumber Group, LLC
U.S. LUMBER	77/710495 4/9/2009	3,721,440	12/08/09	U.S. Lumber Group, LLC
U.S. LUMBER & Design	77/710616 4/9/2009	3,739,128	1/19/10	U.S. Lumber Group, LLC

PATENTS

None.