

900401617 04/07/2017

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM422933

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BEP/LYMAN, LLC		04/07/2017	Limited Liability Company: DELAWARE
US LBM HOLDINGS, LLC		04/07/2017	Limited Liability Company: DELAWARE
WISCONSIN BUILDING SUPPLY - US LBM, LLC		04/07/2017	Corporation: DELAWARE <i>LIMITED LIABILITY COMPANY</i>
US LBM Ridout Holdings, LLC		04/07/2017	Limited Liability Company: DELAWARE
East Haven Builders Supply - US LBM, LLC		04/07/2017	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Royal Bank of Canada, as Collateral Agent
<b>Street Address:</b>	20 King Street West, 4th Floor
<b>City:</b>	Toronto
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5H 1C4
<b>Entity Type:</b>	Bank: CANADA

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	4960021	FRAMEIT
Registration Number:	4960008	MILLWORKTIME
Registration Number:	5011453	FRAMERITE
Registration Number:	5095456	TRIMWRIGHTS
Serial Number:	87193276	THE U.S. LBM FOUNDATION
Serial Number:	87295718	WISCONSIN BUILDING SUPPLY
Serial Number:	87345009	RIDOUT LUMBER COMPANY
Serial Number:	87382332	EAST HAVEN BUILDERS SUPPLY SINGLE SOURCE

**CORRESPONDENCE DATA**

Fax Number: 2123037064

*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.*

CH \$215.00 4960021

<b>Phone:</b>	212.318.6824
<b>Email:</b>	christinedionne@paulhastings.com
<b>Correspondent Name:</b>	Christine Dionne c/o Paul Hastings LLP
<b>Address Line 1:</b>	200 Park Avenue, 28th Floor
<b>Address Line 4:</b>	New York, NEW YORK 10166
<b>ATTORNEY DOCKET NUMBER:</b>	78436.00187
<b>NAME OF SUBMITTER:</b>	Christine Dionne
<b>SIGNATURE:</b>	/Christine Dionne/
<b>DATE SIGNED:</b>	04/07/2017
<b>Total Attachments: 6</b> source=US LBM ABL IP Security#page1.tif source=US LBM ABL IP Security#page2.tif source=US LBM ABL IP Security#page3.tif source=US LBM ABL IP Security#page4.tif source=US LBM ABL IP Security#page5.tif source=US LBM ABL IP Security#page6.tif	

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 April 7, 2017, made by BEP/LYMAN, LLC, a Delaware limited liability company having a principal place of business at 1000 Corporate Grove Drive, Buffalo Grove, Illinois 60089, US LBM HOLDINGS, LLC, a Delaware limited liability company having a principal place of business at 1000 Corporate Grove Drive, Buffalo Grove, Illinois 60089, WISCONSIN BUILDING SUPPLY – US LBM, LLC, a Delaware limited liability company having a principal place of business at 1000 Corporate Grove Drive, Buffalo Grove, Illinois 60089, US LBM Ridout Holdings, LLC a Delaware limited liability company having a principal place of business at 1000 Corporate Grove Drive, Buffalo Grove, Illinois 60089 and East Haven Builders Supply - US LBM, LLC a Delaware limited liability company having a principal place of business at 1000 Corporate Grove Drive, Buffalo Grove, Illinois 60089 (together, the "Grantors", and each, a "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 Grantors, 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, each 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, each 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, each Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Confirmation of Grant of Security Interest. Each 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 the Trademarks of such Grantor (including, without limitation, those items listed opposite such Grantor's name 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 such 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 each 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. Each 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.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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  
BEP/Lyman, LLC  
Wisconsin Building Supply - US LBM, LLC  
US LBM Ridout Holdings, LLC  
East Haven Builders Supply - US LBM, LLC

By:



Name: Brian Hein

Title: Authorized Representative

ROYAL BANK OF CANADA  
as Collateral Agent

By:   
Name: Ann Hurley  
Title: Manager, Agency

SCHEDULE I

Part A





TRADEMARK REGISTRATIONS

	<b>Mark</b>	<b>Source/Status</b>	<b>App. Date/ No. Reg. Date/No.</b>	<b>Owner</b>
1.	FRAMEIT	USPTO Registered Principal Register	<b>App</b> 28-SEP-2015 <b>App#</b> 86770703 <b>Reg</b> 17-MAY-2016 <b>Reg#</b> 4960021	BEP/Lyman, LLC
1.	MILLWORKTIME	USPTO Registered Principal Register	<b>App</b> 28-SEP-2015 <b>App#</b> 86770289 <b>Reg</b> 17-MAY-2016 <b>Reg#</b> 4960008	BEP/Lyman, LLC
2.	FRAMERIGHT	USPTO Registered Principal Register	<b>App#</b> 86787443 <b>Filed</b> 14-OCT-2015 <b>Reg</b> 02-AUG-2016 <b>Reg#</b> 5011453	BEP/Lyman, LLC
3.	TRIMWRIGHTS	USPTO Registered Principal Register	<b>App#</b> 87019676 <b>Filed</b> 29-APR-2016 <b>Reg</b> 06-DEC-2016 <b>Reg#</b> 5095456	BEP/Lyman, LLC

Part B

TRADEMARK APPLICATIONS

	<b>Mark</b>	<b>Source/Status</b>	<b>App. Date/ No. Reg. Date/No.</b>	<b>Owner</b>
1.	THE U.S. LBM FOUNDATION & Design	USPTO Principal Register	<b>App#</b> 87193276 <b>Filed</b> 05-OCT-2016	US LBM Holdings, LLC

	Mark	Source/Status	App. Date/ No. Reg. Date/No.	Owner
				
2.	WISCONSIN BUILDING SUPPLY 	USPTO Pending Principal Register	App# 87295718 Filed 10-JAN-2017	Wisconsin Building Supply-US LBM, LLC
3.	RIDOUT LUMBER COMPANY & Design 	USPTO Pending Principal Register	App# 87345009 Filed 22-FEB-2017	US LBM Ridout Holdings, LLC
4.	EAST HAVEN BUILDERS SUPPLY SINGLE SOURCE MATERIAL – LABOR – MANAGEMENT & Design 	USPTO Pending Principal Register	App#. 87382332 Filed 23-MAR-2017	East Haven Builders Supply - US LBM, LLC

501667980v2