

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446647

| | | | |
|-----------------------------------|--|--------------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BlueLinx Corporation | | 10/10/2017 | Corporation: GEORGIA |
| RECEIVING PARTY DATA | | | |
| Name: | Wells Fargo Bank, National Association | | |
| Street Address: | 100 Park Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 31 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3060757 | BLUELINX | |
| Registration Number: | 3038249 | BLUELINX | |
| Registration Number: | 2816997 | BUILDER CONNECTION | |
| Registration Number: | 1594257 | CASTLE RIDGE | |
| Registration Number: | 3001742 | CEDAR LANE | |
| Registration Number: | 1693018 | CHATHAM RIDGE | |
| Registration Number: | 4381194 | COMPASS | |
| Registration Number: | 4602963 | COUNTRY HOME COLLECTIONS | |
| Registration Number: | 2942210 | | |
| Registration Number: | 2990684 | | |
| Registration Number: | 4544998 | DOMA STUDIO | |
| Registration Number: | 1592036 | FOREST RIDGE | |
| Registration Number: | 4255047 | LIFEGUARD1000 | |
| Registration Number: | 4255048 | LIFEGUARD1500 | |
| Registration Number: | 3030550 | NATURAL TRADITIONS | |
| Registration Number: | 4324727 | ONCENTER | |
| Serial Number: | 87370061 | PARK SCAPE | |
| Registration Number: | 1991923 | PARKSIDE | |
| Registration Number: | 4467613 | PRIMELINX | |

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| Property Type | Number | Word Mark |
|----------------------|----------|--------------------------|
| Serial Number: | 87326909 | PRIMELINX SHADOW GAP |
| Registration Number: | 4463258 | PROLINE PLUS |
| Registration Number: | 4463961 | PROLINX |
| Registration Number: | 5074289 | PROLINX SPECIALTY PANELS |
| Registration Number: | 4131950 | PURESKY SOLAR |
| Registration Number: | 1175799 | RANCHGUARD |
| Serial Number: | 87354382 | SHADOW GAP |
| Registration Number: | 1469802 | SHADOW RIDGE |
| Registration Number: | 4658436 | SOMERSET COASTAL |
| Registration Number: | 3602522 | STEELLINX |
| Registration Number: | 3207628 | TOUGH-GUARD |
| Registration Number: | 2965308 | VISION PRO |

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 614-280-3566

Email: james.murray@wolterskluwer.com

Correspondent Name: James Murray

Address Line 1: 4400 Easton Commons Way, Suite 125

Address Line 2: CT Corporation

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Joanne BL Arnold

SIGNATURE: /Joanne BL Arnold/

DATE SIGNED: 10/10/2017

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 10th day of October, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 10, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among BlueLinx Holdings Inc., a Delaware corporation ("Parent"), BlueLinx Corporation, a Georgia corporation ("BlueLinx"), BlueLinx Florida LP, a Florida limited partnership ("BFLP"), and together with BlueLinx and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), certain affiliates of Borrowers, the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), Agent, Wells Fargo Capital Finance, LLC ("WFCF") and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as joint lead arrangers, WFCF and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as joint book runners, and Merrill Lynch, Pierce, Fenner & Smith Incorporated as syndication agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of October 10, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such

Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this

Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

BLUELINX CORPORATION

By: SCOFARRELL
Name: Susan C. O'Farrell
Title: Senior Vice President, Chief Financial Officer, Treasurer, and Principal Accounting Officer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

BLUELINX CORPORATION

By: _____

Name: _____

Title: _____

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: 

Name: Thomas A. Mantie

Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


**TRADEMARK
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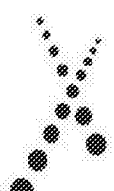

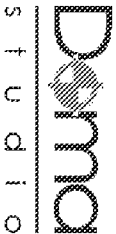
SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT


Trademark Registrations/Applications


| Country KTS Ref. | Mark | Status | App. No Filing Date | Reg. No. Reg. Date | Class/Description | Action |
|-----------------------------|---|---------------|--------------------------------|-------------------------------|---|--|
| USA 098990- 1002478 | BLUELINX | Registered | 76586025 Apr 8, 2004 | 3060757 Feb 21, 2006 | 35 Wholesale distributorship services and wholesale distributorship services on- line in the field of building products. | Renewal Feb 21, 2026 |
| USA 098990- 1002479 | BLUELINX (and design)  | Registered | 76588063 Apr 19, 2004 | 3038249 Jan 3, 2006 | 35 Wholesale distributorship services and wholesale distributorship services on- line in the field of building products. | Renewal Jan 3, 2026 |
| USA 098990- 1002483 | BUILDER CONNECTION | Registered | 78107973 Feb 11, 2002 | 2816997 Feb 24, 2004 | 35 Wholesale distributorship services and wholesale distributorship services on- line in the field of building products. | Renewal Feb 24, 2024 |
| USA 098990- 1002484 | CASTLE RIDGE | Registered | 73828230 Sep 28, 1989 | 1594257 May 1, 1990 | 19 Vinyl siding. | Renewal May 1, 2020 |
| USA 098990- 1002480 | CEDAR LANE | Registered | 78466508 Aug 12, 2004 | 3001742 Sep 27, 2005 | 19 Vinyl siding. | Renewal Sep 27, 2025 |
| USA 098990- 1002485 | CHATHAM RIDGE | Registered | 74114696 Nov 13, 1990 | 1693018 Jun 9, 1992 | 19 Vinyl siding. | Renewal Jun 9, 2022 |
| USA 098990- 1002486 | COMPASS | Registered | 85705095 Aug 16, 2012 | 4381194 Aug 6, 2013 | 19 Vinyl siding. | Maintenance Renewal Aug 6, 2019 Aug 6, 2023 |

| Country KTS Ref. | Mark | Status | App. No Filing Date | Reg. No. Reg. Date | Class/Description | Action |
|---------------------------|---|------------|--------------------------|-------------------------|--|--|
| USA 098990- 1002487 | COUNTRY HOME COLLECTIONS (and design)  | Registered | 86039010 Aug 15, 2013 | 4602963 Sep 9, 2014 | 19 Hardwood flooring; laminate flooring; vinyl flooring. | Maintenance Renewal Sep 9, 2020 Sep 9, 2024 |
| USA 098990- 1002490 | Design Only  | Registered | 78468766 Aug 17, 2004 | 2942210 Apr 19, 2005 | 35 Wholesale distributorship services and wholesale distributorship services on- line in the field of building products. | Renewal Apr 19, 2025 |
| USA 098990- 1002492 | Design Only  | Registered | 78474801 Aug 27, 2004 | 2990684 Aug 30, 2005 | 35 Wholesale distributorship services and wholesale distributorship services on- line in the field of building products. | Renewal Aug 30, 2025 |
| USA 098990- 1002489 | DOMA STUDIO (and design)  | Registered | 85946177 May 30, 2013 | 4544998 Jun 3, 2014 | 09 Computer programs for use in the management of building products, aiding and instruction in the design and use of building products, and for use in framing plans and calculations. | Maintenance Renewal Jun 3, 2020 Jun 3, 2024 |
| USA 098990- 1002491 | FOREST RIDGE | Registered | 73828158 Sep 28, 1989 | 1592036 Apr 17, 1990 | 19 Vinyl Siding. | Renewal Apr 17, 2020 |
| USA 098990- 1002493 | LIFEGUARD1000 | Registered | 85439707 Oct 5, 2011 | 4255047 Dec 4, 2012 | 06 Metal fasteners, mainly metal screws with a corrosion resistant coating. | Maintenance Renewal Dec 4, 2018 Dec 4, 2022 |
| USA 098990- 1002494 | LIFEGUARD1500 | Registered | 85439719 Oct 5, 2011 | 4255048 Dec 4, 2012 | 06 Metal Fasteners, mainly metal screws with a corrosion resistant coating. | Maintenance Renewal Dec 4, 2018 Dec 4, 2022 |

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| Country KTS Ref. | Mark | Status | App. No Filing Date | Reg. No. Reg. Date | Class/Description | Action |
|---------------------------|--|------------|--------------------------|-------------------------|--|--|
| USA 098990- 1002481 | NATURAL TRADITIONS | Registered | 78403939 Apr 19, 2004 | 3030550 Dec 13, 2005 | 19 Vinyl siding. | Renewal Dec 13, 2025 |
| USA 098990- 1002495 | ONCENTER (and design)  | Registered | 77968119 Mar 25, 2010 | 4324727 Apr 23, 2013 | 19 Building products, namely, wooden joists; composite lumber; and glue-laminated wood beams, for use in structural framing. | Maintenance Renewal Apr 23, 2019 Apr 23, 2023 |
| USA 098990- 1041247 | PARK SCAPE | Allowed | 87370061 Mar 14, 2017 | | 19 Vinyl siding. | Statement of Use/Request for Extension Feb 22, 2018 |
| USA 098990- 1002496 | PARKSIDE | Registered | 74565612 Aug 25, 1994 | 1991923 Aug 6, 1996 | 19 Vinyl siding. | Renewal Aug 6, 2026 |
| USA 098990- 1002497 | PRIMELINX | Registered | 85770208 Nov 2, 2012 | 4467613 Jan 14, 2014 | 19 Building products, namely, interior and exterior wood trim and moulding. | Maintenance Renewal Jan 14, 2020 Jan 14, 2024 |
| USA 098990- 1034067 | PRIMELINX SHADOW GAP | Pending | 87326909 Feb 7, 2017 | | 19 Building materials, namely, wood board, trim, and moulding. | Office Action Response Nov 4, 2017 |
| USA 098990- 1002498 | PROLINE PLUS | Registered | 85545533 Feb 17, 2012 | 4463258 Jan 7, 2014 | 19 Building products, namely, interior and exterior PVC trim. | Maintenance Renewal Jan 7, 2020 Jan 7, 2024 |
| USA 098990- 1002499 | PROLINX | Registered | 85822614 Jan 14, 2013 | 4463961 Jan 7, 2014 | 17 Non-metallic building materials, namely, non-metallic sealants for buildings in the nature of polymer based material used to protect walls of structures against moisture and wind. | Maintenance Renewal Jan 7, 2020 Jan 7, 2024 |

| Country KTS Ref. | Mark | Status | App. No Filing Date | Reg. No. Reg. Date | Class/Description | Action |
|---------------------------|---|------------|--------------------------|-------------------------|--|--|
| USA 098990- 1002500 | PROLINX SPECIALTY PANELS (and design)  | Registered | 86654370 Jun 8, 2015 | 5074289 Nov 1, 2016 | 19 Hardwood plywood and softwood plywood; building materials, namely, composite panels composed primarily of particleboard, medium-density fiberboard and thermally-fused non-metal laminate panels. | Maintenance Renewal Nov 1, 2022 Nov 1, 2026 |
| USA 098990- 1002501 | PURESKY SOLAR | Registered | 85408346 Aug 26, 2011 | 4131950 Apr 24, 2012 | 35 Wholesale distributorship services and online wholesale distributorship services in the field of solar products. | Maintenance Renewal Apr 24, 2018 Apr 24, 2022 |
| USA 098990- 1002502 | RANCHGUARD | Registered | 73266099 Jun 12, 1980 | 1175799 Nov 3, 1981 | 06 Metal Fencing, Metal Components Therefor and Barbed Wire. | Renewal Nov 3, 2021 |
| USA 098990- 1040388 | SHADOW GAP | Pending | 87354382 Mar 1, 2017 | | 19 Building materials, namely, wood board, trim, and moulding. | Office Action Response Nov 3, 2017 |
| USA 098990- 1002503 | SHADOW RIDGE | Registered | 73656177 Apr 20, 1987 | 1469802 Dec 22, 1987 | 19 Vinyl products, namely siding. | Renewal Dec 22, 2017 |
| USA 098990- 1002504 | SOMERSET COASTAL | Registered | 86087125 Oct 9, 2013 | 4658436 Dec 23, 2014 | 19 Building products, namely, beaded traditional lap vinyl siding. | Maintenance Renewal Dec 23, 2020 Dec 23, 2024 |
| USA 098990- 1002505 | STELLINX | Registered | 78819092 Feb 20, 2006 | 3602522 Apr 7, 2009 | 06 Metal building and construction materials, namely, rod chairs, tie wires, and bar ties; metal fasteners, namely nails and screws. 08 Metal hand tools, namely, bar tie tools. 19 Non-metal bar supports, namely, safety caps and paving chairs for use with pouring concrete. | Renewal Apr 7, 2019 |

| Country KTS Ref. | Mark | Status | App. No Filing Date | Reg. No. Reg. Date | Class/Description | Action |
|---------------------------|-------------|------------|--------------------------|-------------------------|---|-------------------------|
| USA 098990- 1002506 | TOUGH-GUARD | Registered | 78692949 Aug 15, 2005 | 3207628 Feb 13, 2007 | 19 Ice and water shield roof eave and valley protector, namely, a self-adhering underlayment composed of a polymer film laminated to a membrane of elastomeric rubberized asphalt applied along roof eaves and as a valley base material. | Renewal Feb 13, 2027 |
| USA 098990- 1002507 | VISION PRO | Registered | 78427034 May 28, 2004 | 2965308 Jul 5, 2005 | 19 Vinyl siding. | Renewal Jul 5, 2025 |

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