

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470336

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BlueLinx Corporation		04/13/2018	Corporation: DELAWARE
Lake States Lumber, Inc.		04/13/2018	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	HPS Investment Partners, LLC, as Agent		
Street Address:	40 West 57th Street		
Internal Address:	33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	3286983	AMERICAN ELEGANCE	
Registration Number:	3060757	BLUELINX	
Registration Number:	3038249	BLUELINX	
Registration Number:	2816997	BUILDER CONNECTION	
Registration Number:	1594257	CASTLE RIDGE	
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	
Serial Number:	87370061	PARK SCAPE	
Registration Number:	1991923	PARKSIDE	
Registration Number:	4467613	PRIMELINX	

CH \$890.00 3286983

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
Registration Number:	2045922	WE HELP YOU BUILD YOUR BUSINESS
Registration Number:	4033973	WHISTLER PREMIUM WESTERN RED CEDAR WP4 P
Registration Number:	3741092	ROUGH RIDER
Registration Number:	3382996	XGUARD
Registration Number:	2655619	NORWAY HEWN
Registration Number:	4324727	ONCENTER

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	170748
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	04/18/2018

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made as of April 13, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and HPS INVESTMENT PARTNERS, LLC in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), by and among BlueLinx Holdings Inc., a Delaware corporation (the “**Borrower**”), certain subsidiaries of the Borrower as Guarantors, the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “**Lender**”), the Agent, the Lenders has agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement and the other Credit Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to the Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement, dated as of April 13, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Pledge and Security Agreement**”); and

WHEREAS, pursuant to the Pledge and Security Agreement, Grantors are required to execute and deliver to the Agent, for the benefit of the Secured Parties, 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 Pledge 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 Pledge 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 the Agent, for the benefit of the Secured Parties, 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.

Excluding any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

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 the Agent, the other Secured Parties 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 the Agent, for the benefit of the Secured Parties, pursuant to the Pledge 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 Pledge 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 Pledge and Security Agreement, the Pledge 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 the 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 Credit 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 PLEDGE 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: 

Name: Shyam K. Reddy

Title: Senior Vice President, Chief Administrative
Officer, General Counsel and Corporate
Secretary

LAKE STATES LUMBER, INC.

By: 

Name: Shyam K. Reddy

Title: Senior Vice President, General Counsel
and Corporate Secretary


[Trademark Security Agreement]

TRADEMARK
REEL: 006316 FRAME: 0522

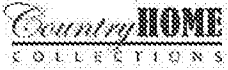
AGENT:

ACCEPTED AND ACKNOWLEDGED BY:




HPS INVESTMENT PARTNERS, LLC

By: 
Name: VIKAS KESWANI
Title: MANAGING DIRECTOR

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Owner	Mark	App. No Filing Date	Reg. No. Reg. Date
BLUELINX CORPORATION	AMERICAN ELEGANCE	78725293 October 3, 2005	3286983 August 28, 2007
BLUELINX CORPORATION	BLUELINX	76586025 Apr 8, 2004	3060757 Feb 21, 2006
BLUELINX CORPORATION	BLUELINX (and design) 	76588063 Apr 19, 2004	3038249 Jan 3, 2006
BLUELINX CORPORATION	BUILDER CONNECTION	78107973 Feb 11, 2002	2816997 Feb 24, 2004
BLUELINX CORPORATION	CASTLE RIDGE	73828230 Sep 28, 1989	1594257 May 1, 1990
BLUELINX CORPORATION	CHATHAM RIDGE	74114696 Nov 13, 1990	1693018 Jun 9, 1992
BLUELINX CORPORATION	COMPASS	85705095 Aug 16, 2012	4381194 Aug 6, 2013
BLUELINX CORPORATION	COUNTRY HOME COLLECTIONS (and design) 	86039010 Aug 15, 2013	4602963 Sep 9, 2014
BLUELINX CORPORATION	Design Only 	78468766 Aug 17, 2004	2942210 Apr 19, 2005

Owner	Mark	App. No Filing Date	Reg. No. Reg. Date
BLUELINX CORPORATION	Design Only 	78474801 Aug 27, 2004	2990684 Aug 30, 2005
BLUELINX CORPORATION	DOMA STUDIO (and design) 	85946177 May 30, 2013	4544998 Jun 3, 2014
BLUELINX CORPORATION	FOREST RIDGE	73828158 Sep 28, 1989	1592036 Apr 17, 1990
BLUELINX CORPORATION	LIFEGUARD1000	85439707 Oct 5, 2011	4255047 Dec 4, 2012
BLUELINX CORPORATION	LIFEGUARD1500	85439719 Oct 5, 2011	4255048 Dec 4, 2012
BLUELINX CORPORATION	ONCENTER (and design) 	77968119 Mar 25, 2010	4324727 Apr 23, 2013
BLUELINX CORPORATION	PARK SCAPE	87370061 Mar 14, 2017	
BLUELINX CORPORATION	PARKSIDE	74565612 Aug 25, 1994	1991923 Aug 6, 1996
BLUELINX CORPORATION	PRIMELINX	85770208 Nov 2, 2012	4467613 Jan 14, 2014
BLUELINX CORPORATION	PRIMELINX SHADOW GAP	87326909 Feb 7, 2017	1B
BLUELINX CORPORATION	PROLINE PLUS	85545533 Feb 17, 2012	4463258 Jan 7, 2014
BLUELINX CORPORATION	PROLINX	85822614 Jan 14, 2013	4463961 Jan 7, 2014

Owner	Mark	App. No Filing Date	Reg. No. Reg. Date
BLUELINX CORPORATION	PROLINX SPECIALTY PANELS (and design) 	86654370 Jun 8, 2015	5074289 Nov 1, 2016
BLUELINX CORPORATION	PURESKY SOLAR	85408346 Aug 26, 2011	4131950 Apr 24, 2012
BLUELINX CORPORATION	RANCHGUARD	73266099 Jun 12, 1980	1175799 Nov 3, 1981
BLUELINX CORPORATION	SHADOW GAP	87354382 Mar 1, 2017	1B
BLUELINX CORPORATION	SHADOW RIDGE	73656177 Apr 20, 1987	1469802 Dec 22, 1987
BLUELINX CORPORATION	SOMERSET COASTAL	86087125 Oct 9, 2013	4658436 Dec 23, 2014
BLUELINX CORPORATION	STEELLINX	78819092 Feb 20, 2006	3602522 Apr 7, 2009
BLUELINX CORPORATION	TOUGH-GUARD	78692949 Aug 15, 2005	3207628 Feb 13, 2007
BLUELINX CORPORATION	VISION PRO	78427034 May 28, 2004	2965308 Jul 5, 2005
BLUELINX CORPORATION	WE HELP YOU BUILD YOUR BUSINESS	75087383 April 12, 1996	2045922 March 18, 1997
LAKE STATES LUMBER, INC.	WHISTLER PREMIUM WESTERN RED CEDAR WP4 PANELING 	85177724 Nov. 16, 2010	4033973 Oct. 4, 2011
LAKE STATES LUMBER, INC.	ROUGH RIDER & Design 	77682467 Mar. 3, 2009	3741092 Jan. 19, 2010

Owner	Mark	App. No Filing Date	Reg. No. Reg. Date
LAKE STATES LUMBER, INC.	XGUARD XGUARD	78740618 Oct. 26, 2005	3382996 Feb. 12, 2008
LAKE STATES LUMBER, INC.	NORWAY HEWN	76143674 Oct. 11, 2000	2655619 Dec. 3, 2002