

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468560

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
US LBM Holdings, LLC		04/03/2018	Limited Liability Company: DELAWARE
BEP/Lyman, LLC		04/03/2018	Limited Liability Company: DELAWARE
Desert Lumber - US LBM, LLC		04/03/2018	Limited Liability Company: DELAWARE
Universal Supply Company, LLC		04/03/2018	Limited Liability Company: DELAWARE
Alco Doors, LLC		04/03/2018	Limited Liability Company: DELAWARE
Bellevue Builders Supply - US LBM, LLC		04/03/2018	Limited Liability Company: DELAWARE
Building Supply Association - US LBM, LLC		04/03/2018	Limited Liability Company: DELAWARE
Kentucky Indiana Lumber - US LBM, LLC		04/03/2018	Limited Liability Company: DELAWARE
Shelly Enterprises - US LBM, LLC		04/03/2018	Limited Liability Company: DELAWARE
B & C Fasteners, Inc.		04/03/2018	Corporation: PENNSYLVANIA
Coastal Roofing Supply - US LBM, LLC		04/03/2018	Limited Liability Company: DELAWARE
Total Trim, LLC		04/03/2018	Limited Liability Company: DELAWARE
Feldman Lumber - US LBM, LLC		04/03/2018	Limited Liability Company: NEW YORK
Hines Building Supply - US LBM, LLC		04/03/2018	Limited Liability Company: DELAWARE
Darby Doors, LLC		04/03/2018	Limited Liability Company: DELAWARE
Lumber Specialties - US LBM, LLC		04/03/2018	Limited Liability Company: DELAWARE
GBS Building Supply - US LBM, LLC		04/03/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent (2L)		

TRADEMARK

Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	5219715	ELEVATIONS CABINETRY & MILLWORK BY K-I
Registration Number:	5247443	ELEVATIONS CABINETRY & MILLWORK BY SHELL
Registration Number:	5234612	FASTENER PROS
Registration Number:	5286449	CABFIT
Registration Number:	5384894	U UNIVERSAL SUPPLY CO
Registration Number:	5390349	B&C FASTENERS INC. SERVICE IS OUR NUMBER
Registration Number:	5391267	KEYSTONE REPORT
Registration Number:	5394859	ALCO DOORS
Registration Number:	5400806	BELLEVUE BUILDERS SUPPLY
Registration Number:	5400733	BSA BUILDING SUPPLY ASSOCIATION THE PROF
Registration Number:	5411192	K-I LUMBER & BUILDING MATERIALS
Registration Number:	5416112	SHELLY'S LUMBER - BUILDING SUPPLIES - MI
Serial Number:	87432781	U.S. LBM PULSE
Serial Number:	87432778	U.S. LBM 1
Serial Number:	87432773	US LBM UNIVERSITY
Serial Number:	87489298	CRS COASTAL ROOFING SUPPLY
Serial Number:	87532206	ELEVATIONS CABINET DESIGN SOLUTIONS BY B
Serial Number:	87565915	TOTAL TRIM, LLC
Serial Number:	87672944	GALLERY CABINETRY BY ELEVATIONS
Serial Number:	87769689	FL FELDMAN LUMBER
Serial Number:	87796954	HINES
Serial Number:	87817522	DESERT COMPANIES
Serial Number:	87825128	DARBY DOORS, LLC
Serial Number:	87826111	LUMBER SPECIALTIES
Serial Number:	87841126	GBS BUILDING SUPPLY

CORRESPONDENCE DATA

Fax Number:

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@cogencyglobal.com

Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F176369 TM 2L
NAME OF SUBMITTER:	Jordana Dreyfuss
SIGNATURE:	/Jordana Dreyfuss/
DATE SIGNED:	04/04/2018

Total Attachments: 10

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SECOND LIEN NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

SECOND LIEN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Agreement”), dated as of April __, 2018, 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, UNIVERSAL SUPPLY COMPANY, LLC, a Delaware limited liability company having a principal place of business at 1000 Corporate Grove Drive, Buffalo Grove, Illinois 60089, ALCO DOORS, LLC, a Delaware limited liability company having a principal place of business at 1000 Corporate Grove Drive, Buffalo Grove, Illinois 60089, BELLEVUE BUILDERS SUPPLY - US LBM, LLC, a Delaware limited liability company having a principal place of business at 1000 Corporate Grove Drive, BUILDING SUPPLY ASSOCIATION - US LBM, LLC, a Delaware limited liability company having a principal place of business at 1000 Corporate Grove Drive, KENTUCKY INDIANA LUMBER - US LBM, LLC, a Delaware limited liability company having a principal place of business at 1000 Corporate Grove Drive, SHELLY ENTERPRISES - US LBM, LLC, a Delaware limited liability company having a principal place of business at 1000 Corporate Grove Drive, B & C FASTENERS, INC., a Pennsylvania corporation, having a principal place of business at 1000 Corporate Grove Drive, COASTAL ROOFING SUPPLY - US LBM, LLC, a Delaware limited liability company having a principal place of business at 1000 Corporate Grove Drive, TOTAL TRIM, LLC, a Delaware limited liability company having a principal place of business at 1000 Corporate Grove Drive, FELDMAN LUMBER - US LBM, LLC, a New York limited liability company, HINES BUILDING SUPPLY - US LBM, LLC, a Delaware limited liability company having a principal place of business at 1000 Corporate Grove Drive, DARBY DOORS, LLC, a Delaware limited liability company having a principal place of business at 1000 Corporate Grove Drive, GBS BUILDING SUPPLY - US LBM, LLC, a Delaware limited liability company having a principal place of business at 1000 Corporate Grove Drive, LUMBER SPECIALTIES - US LBM, LLC a Delaware limited liability company having a principal place of business at 1000 Corporate Grove Drive, Buffalo Grove, Illinois 60089 and DESERT LUMBER - 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 CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (“Credit Suisse”), having a principal place of business at Eleven Madison Avenue, 6th floor, New York, New York 10010, as administrative agent for the banks and other financial institutions (collectively, the “Lenders”) from time to time parties to the Second Lien Credit Agreement (as defined below) and as collateral agent for the Secured Parties (as defined in the Second Lien Credit Agreement) (Credit Suisse 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 Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of August 20, 2015 (as amended, supplemented or otherwise modified from time to time, the “Second Lien”

Credit Agreement”), among LBM Borrower, LLC, a Delaware limited liability company (the “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 Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Second Lien Credit Agreement, the Grantors, the Borrower and Holding have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of August 20, 2015 (as amended, supplemented or otherwise modified from time to time, the “Second Lien Guarantee and Collateral Agreement”), in favor of the Collateral Agent; and

WHEREAS, pursuant to the Second Lien 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 Borrower pursuant to the Second Lien 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 Second Lien 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 Borrower, 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 Second Lien Guarantee and Collateral Agreement. The Second Lien 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 Second Lien Credit Agreement and the Second Lien

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 Second Lien Guarantee and Collateral Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement shall prevail.

SECTION 4. Intercreditor. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Base Intercreditor Agreement and the ABL/Term Loan Intercreditor Agreement (each as defined in the Second Lien Guarantee and Collateral Agreement). In the event of any conflict between the terms of any Intercreditor Agreement (as defined in the Second Lien Guarantee and Collateral Agreement) and this Agreement, the terms of such Intercreditor Agreement shall govern and control as among (i) the Collateral Agent, the First Lien Collateral Agent and any Additional Agent (each as defined in the Second Lien Guarantee and Collateral Agreement), in the case of the Base Intercreditor Agreement, (ii) the Collateral Agent, the First Lien Collateral Agent, the ABL Collateral Agent (as defined in the Second Lien Guarantee and Collateral Agreement) and any Additional Agent, in the case of the ABL/Term Loan Intercreditor Agreement, and (iii) the Collateral Agent and any other secured creditor (or agent therefor) party thereto, in the case of any Other Intercreditor Agreement (as defined in the Second Lien Guarantee and Collateral Agreement).

SECTION 5. 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 6. 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.

* * *

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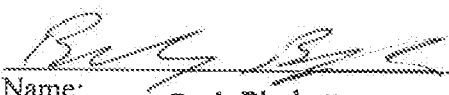
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

US LBM Holdings, LLC
BEP/Lyman, LLC
Desert Lumber - US LBM, LLC
Universal Supply Company, LLC
Alco Doors, LLC
Bellevue Builders Supply - US LBM, LLC
Building Supply Association - US LBM, LLC
Kentucky Indiana Lumber - US LBM, LLC
Shelly Enterprises - US LBM, LLC
B & C Fasteners, Inc.
Coastal Roofing Supply - US LBM, LLC
Total Trim, LLC
Feldman Lumber - US LBM, LLC
Hines Building Supply - US LBM, LLC
Darby Doors, LLC
Lumber Specialties – US LBM, LLC
GBS Building Supply - US LBM, LLC

By: 
Name: Brian Hein
Title: Authorized Representative



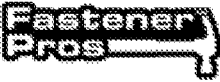

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as Collateral Agent






By: 
Name: JUDITH SMITH
Title: AUTHORIZED SIGNATORY


By: 
Name: Brady Bingham
Title: Authorized Signatory

SCHEDULE I
Part A

TRADEMARK REGISTRATIONS



	Mark	Source/Status	App. Date/ No. Reg. Date/No.	Owner
1.	ELEVATIONS CABINETS & MILLWORK BY K-I & Design 	USPTO Registered Principal Register	App# 87013296 Filed 25-APR-2016 Reg 06-JUN-2017 Reg# 5219715	US LBM Holdings, LLC
2.	ELEVATIONS CABINETS & MILLWORK BY SHELLY'S & Design 	USPTO Registered Principal Register	App# 87013366 Filed 25-APR-2016 Reg 18-JULY-2017 Reg# 5247443	US LBM Holdings, LLC
3.	FASTENER PROS 	USPTO Registered Principal Register	App# 86178024 Filed 28-JAN-2014 Reg 04-JUL-2017 Reg# 5234612	Desert Lumber - US LBM, LLC
4.	CABFIT	USPTO Registered Principal Register	App# 87435324 Filed 03-MAY-2017 Reg 12-SEP-2017 Reg# 5286449	BEP/Lyman, LLC
5.	UNIVERSAL SUPPLY CO. & Design 	USPTO Registered Principal Register	App# 87489319 Filed 14-JUN-2017 Reg 23-JAN-2018 Reg# 5384894	Universal Supply Company, LLC

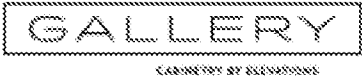
	Mark	Source/Status	App. Date/ No. Reg. Date/No.	Owner
6.	B&C FASTENERS INC. & Design 	USPTO Registered Principal Register	App# 87486165 Filed 13-JUN-2017 Reg 30-JAN-2018 Reg# 5390349	B & C Fasteners, Inc.
7.	KEYSTONE REPORT	USPTO Registered Principal Register	App# 87516504 Filed:05-JULY-2017 Reg 30-JAN-2018 Reg# 5391267	BEP/Lyman, LLC
8.	ALCO DOORS & Design 	USPTO Registered Principal Register	App# 87481866 Filed 09-JUN-2017 Reg 06-FEB-2018 Reg# 5394859	Alco Doors, LLC
9.	BELLEVUE BUILDERS SUPPLY & Design 	USPTO Registered Principal Register	App# 87532212 Filed: 18-JULY-2017 Reg 13-FEB-2018 Reg# 5400806	Bellevue Builders Supply - US LBM, LLC
10.	BSA BUILDING SUPPLY ASSOCIATION THE PROFESSIONAL'S CHOICE & Design 	USPTO Registered Principal Register	App# 87528268 Filed: 14-JULY-2017 Reg 13-FEB-2018 Reg# 5400733	Building Supply Association - US LBM, LLC
11.	K-I LUMBER & BUILDING MATERIALS & Design 	USPTO Registered Principal Register	App# 87493058 Filed 16-JUN-2017 Reg 27-FEB-2018 Reg# 5411192	Kentucky Indiana Lumber - US LBM, LLC
12.	SHELLY'S & Design	USPTO Registered Principal Register	App# 87489353 Filed 14-JUN-2017	Shelly Enterprises - US LBM, LLC

	Mark	Source/Status	App. Date/ No. Reg. Date/No.	Owner
			Reg 06-MAR-2018 Reg# 5416112	

Part B

TRADEMARK APPLICATIONS

	Mark	Source/Status	App. Date/ No. Reg. Date/No.	Owner
1.	U.S. LBM PULSE & Design 	USPTO Pending Principal Register	App# 87432781 Filed 02-MAY-2017	US LBM Holdings, LLC
2.	U.S. LBM 1 & Shield Design 	USPTO Pending Principal Register	App# 87432778 Filed 02-MAY-2017	US LBM Holdings, LLC
3.	US LBM UNIVERSITY (Stylized) 	USPTO Pending Principal Register	App# 87432773 Filed 02-MAY-2017	US LBM Holdings, LLC
4.	COASTAL ROOFING SUPPLY & Design	USPTO	App# 87489298	Coastal Roofing Supply -

	Mark	Source/Status	App. Date/ No. Reg. Date/No.	Owner
		Pending Principal Register	Filed 14-JUN-2017	US LBM, LLC
5.	<p>ELEVATIONS CABINET DESIGN SOLUTIONS BY BELLEVUE BUILDERS SUPPLY & Design</p> 	USPTO Pending Principal Register	App# 87532206 Filed: 18-JULY 2017	US LBM Holdings, LLC
6.	<p>TOTAL TRIM, LLC & Design</p> 	USPTO Pending Principal Register	App# 87565915 Filed: 11-AUG-2017	Total Trim, LLC
7.	<p>GALLERY CABINETRY BY ELEVATIONS & Design</p> 	USPTO Pending Principal Register	App# 87672944 Filed: 06-NOV-2017	US LBM Holdings, LLC
8.	<p>FELDMAN LUMBER & Design</p> 	USPTO Pending Principal Register	App# 87769689 Filed: 25-JAN-2018	Feldman Lumber - US LBM, LLC
9.	<p>HINES & Design</p> 	USPTO Pending Principal Register	App# 87796954 Filed: 14-FEB-2018	Hines Building Supply - US LBM, LLC
10.	<p>DESERT COMPANIES & Design</p>	USPTO Pending Principal Register	App# 87817522 Filed: 02-MAR-2018	Desert Lumber – US LBM, LLC

	Mark	Source/Status	App. Date/ No. Reg. Date/No.	Owner
				
11.	DARBY DOORS, LLC & Design 	USPTO Pending Principal Register	App# 87825128 Filed: 08-MAR-2018	Darby Doors, LLC
12.	LUMBER SPECIALTIES & Design 	USPTO Pending Principal Register	App# 87826111 Filed: 08-MAR-2018	Lumber Specialties - US LBM, LLC
13.	GBS BUILDING SUPPLY & Design 	USPTO Pending Principal Register	App# 87841126 Filed: 20-MAR-2018	GBS Building Supply - US LBM, LLC