

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM525664

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement (Notes)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Builders FirstSource - Intellectual Property, L.P.		05/30/2019	Limited Partnership: TEXAS
Builders FirstSource - Atlantic Group, LLC		05/30/2019	Limited Liability Company: DELAWARE
ProBuild Holdings LLC		05/30/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association, as Notes Collateral Agent		
<b>Street Address:</b>	1100 North Market Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19890		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2938424	1 BUILDERS FIRSTSOURCE	
<b>Registration Number:</b>	2938423	BUILDERS FIRSTSOURCE	
<b>Registration Number:</b>	2885752	SYNBOARD	
<b>Registration Number:</b>	1867321	DIXIELINE	
<b>Registration Number:</b>	4684231	PROBUILD	
<b>Registration Number:</b>	4684230	PROBUILD	
<b>Registration Number:</b>	4684232	PROBUILD	
<b>Registration Number:</b>	4687694	PROBUILD	
<b>Registration Number:</b>	4687695	PROBUILD	
<b>Registration Number:</b>	4687696	PROBUILD	
<b>Registration Number:</b>	3619743	PRO-BUILD	
<b>Registration Number:</b>	3631873	PRO-BUILD	
<b>Registration Number:</b>	3616471	PRO-BUILD	
<b>Registration Number:</b>	2186643	PRODIRECT	
<b>Registration Number:</b>	2134156	PROMILLWORK	

OP \$465.00 2938424

Property Type	Number	Word Mark
Registration Number:	4671840	ROYAL PASSAGE
Registration Number:	4671841	ROYAL PASSAGE
Registration Number:	5582493	BETTER FRAMING SYSTEMS

**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:** 800-713-0755

**Email:** Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

**Correspondent Name:** CT Corporation

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
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<b>SIGNATURE:</b>	/Elaine Carrera/
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<b>DATE SIGNED:</b>	05/30/2019
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**Total Attachments: 7**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

- 1. Builders FirstSource - Intellectual Property, L.P.  
Limited Partnership - Texas, USA
- 2. Builders FirstSource - Atlantic Group, LLC  
Limited Liability Company - Delaware, USA
- 3. ProBuild Holdings LLC  
Limited Liability Company - Delaware, USA

Address (1., 2., 3.): 2001 Bryan Street, Suite 1600  
Dallas, Texas 75201

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) May 30, 2019

- Assignment  Merger
- Security Agreement  Change of Name
- Other Trademark Security Agreement (Notes)

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Wilmington Trust, National Association,  
as Notes Collateral Agent

Street Address: 1100 North Market Street

City: Wilmington

State: Delaware

Country: USA Zip: 19890

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

see the attached Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Doris Ka, Senior Paralegal (IP)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 25630.1326 (Notes)

Email Address: dka@cahill.com

**6. Total number of applications and registrations involved:**

18

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

May 30, 2019

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT, dated as of May 30, 2019 (this “Agreement”), among each Grantor listed on the signature pages hereto (each a “Grantor”) and Wilmington Trust, National Association, as Notes Collateral Agent (in such capacity, the “Notes Collateral Agent”).

Reference is made to the Notes Collateral Agreement dated of May 30, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Notes Collateral Agreement”) among the Issuer, the other Grantors from time to time party thereto and the Notes Collateral Agent, relating to issuance by the Issuer of \$400,000,000 in aggregate principal amount of the Issuer’s 6.750% Senior Secured Notes due 2027, to be issued pursuant to the Indenture dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “Indenture”), among the Issuer, the Guarantors party thereto from time to time (the “Guarantors”) and Wilmington Trust, National Association, as trustee and the Notes Collateral Agent. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Notes Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Notes Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Notes Collateral Agent, its successors and assigns, for the benefit of the Noteholder Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Notes Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Notes Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Notes Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Notes Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Notes Collateral Agreement, the terms of the Notes Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

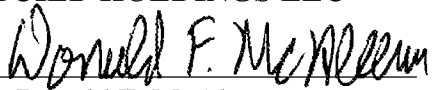
SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 7. Notes Collateral Agent. Wilmington Trust, National Association is entering into this Agreement solely in its capacity as Notes Collateral Agent under the Indenture and shall be entitled to all of the rights, privileges and immunities of the Notes Collateral Agent set forth in the Indenture as if such rights, privileges and immunities were set forth herein

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**BUILDERS FIRSTSOURCE -  
INTELLECTUAL PROPERTY, L.P.  
BUILDERS FIRSTSOURCE -  
ATLANTIC GROUP, LLC  
PROBUILD HOLDINGS LLC**

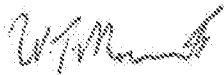
By: 

Name: Donald F. McAleenan

Title: Senior Vice President and Secretary

WILMINGTON TRUST, NATIONAL ASSOCIATION,  
as Collateral Agent

By: \_\_\_\_\_







Name: W. Thomas Morris, II  
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006657 FRAME: 0689**

Schedule I

**UNITED STATES TRADEMARKS:**

TRADEMARK & DESIGN	APP. / REG. NUMBER	APP. / REG. DATE	OWNER
	2938424	05-APR-2005	BUILDERS FIRSTSOURCE - INTELLECTUAL PROPERTY, L.P.
BUILDERS FIRSTSOURCE	2938423	05-APR-2005	BUILDERS FIRSTSOURCE - INTELLECTUAL PROPERTY, L.P.
SYNBOARD	2885752	21-SEP-2004	BUILDERS FIRSTSOURCE - ATLANTIC GROUP, LLC
DIXIELINE	1867321	13-DEC-1994	PROBUILD HOLDINGS LLC
PROBUILD	4684231	10-FEB-2015	PROBUILD HOLDINGS LLC
	4684230	10-FEB-2015	PROBUILD HOLDINGS LLC
	4684232	10-FEB-2015	PROBUILD HOLDINGS LLC
PROBUILD	4687694	17-FEB-2015	PROBUILD HOLDINGS, LLC
	4687695	17-FEB-2015	PROBUILD HOLDINGS, LLC
PROBUILD	4687696	17-FEB-2015	PROBUILD HOLDINGS, LLC
PRO-BUILD	3619743	12-MAY-2009	PROBUILD HOLDINGS LLC
PRO-BUILD	3631873	02-JUN-2009	PROBUILD HOLDINGS LLC
PRO-BUILD	3616471	05-MAY-2009	PROBUILD HOLDINGS LLC
PRODIRECT	2186643	01-SEP-1998	PROBUILD HOLDINGS LLC



TRADEMARK & DESIGN	APP. / REG. NUMBER	APP. / REG. DATE	OWNER
PROMILLWORK	2134156	03-FEB-1998	PROBUILD HOLDINGS LLC
ROYAL PASSAGE	4671840	13-JAN-2015	PROBUILD HOLDINGS, LLC
ROYAL PASSAGE	4671841	13-JAN-2015	PROBUILD HOLDINGS, LLC
BFS STUDIO 1	20171447688 (Colorado)	15-JUNE-2017	PROBUILD HOLDINGS LLC
BETTER FRAMING SYSTEMS	5582493	09-OCTOBER-2018	BUILDERS FIRSTSOURCE – INTELLECTUAL PROPERTY, L.P.