

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570041

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ABL NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LAMPERT YARDS - US LBM, LLC		04/01/2020	Limited Liability Company: DELAWARE
US LBM HOLDINGS, LLC		04/01/2020	Limited Liability Company: DELAWARE
BAILEY LUMBER & SUPPLY - US LBM, LLC		04/01/2020	Limited Liability Company: DELAWARE
LOUMAC DISTRIBUTORS - US LBM, LLC		04/01/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5949039	L LAMPERT LUMBER
Registration Number:	5746397	LOFT CABINERY BY ELEVATIONS
Registration Number:	5823278	LOFT PLUS CABINERY
Serial Number:	88522317	PRO-JOIST TE
Registration Number:	5897637	XTREME TRUSS LEADERSHIP
Serial Number:	88618117	LOUMAC DISTRIBUTORS

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: 2123186532

Email: alanagramer@paulhastings.com

Correspondent Name: Alana Gramer

CH \$165.00 5949039

Address Line 1:	200 PARK AVENUE
Address Line 2:	c/o Paul Hastings LLP
Address Line 4:	NEW YORK, NEW YORK 10166

NAME OF SUBMITTER:	Alana Gramer
---------------------------	--------------

SIGNATURE:	/s/ AG
-------------------	--------

DATE SIGNED:	04/01/2020
---------------------	------------

Total Attachments: 6

source=Hammer Trademark Notice - ABL 2020#page1.tif

source=Hammer Trademark Notice - ABL 2020#page2.tif

source=Hammer Trademark Notice - ABL 2020#page3.tif

source=Hammer Trademark Notice - ABL 2020#page4.tif

source=Hammer Trademark Notice - ABL 2020#page5.tif

source=Hammer Trademark Notice - ABL 2020#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 1, 2020, made by LAMPERT YARDS – 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 HOLDINGS, LLC, a Delaware limited liability company having a principal place of business at 1000 Corporate Grove Drive, Buffalo Grove, Illinois 60089, BAILEY LUMBER & SUPPLY – US LBM, LLC, a Delaware limited liability company having a principal place of business at 1000 Corporate Grove Drive, Buffalo Grove, Illinois 60089 and LOUMAC DISTRIBUTORS – 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, South Tower, 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, as further amended as of October 22, 2019 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 such Grantor, 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.

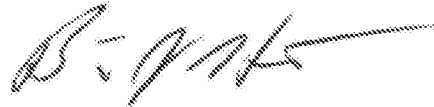
* * *

[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.

LAMPERT YARDS – US LBM, LLC
US LBM HOLDINGS, LLC
BAILEY LUMBER & SUPPLY – US LBM, LLC
LOUMAC DISTRIBUTORS – US LBM, LLC

By:

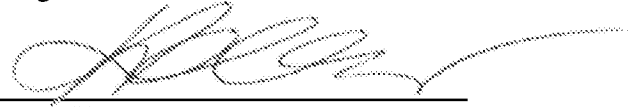


Name: Brian Hein

Title: Authorized Signer

ROYAL BANK OF CANADA
as Collateral Agent

By: _____







Name: **Helena Sadowski**
Title: **Manager, Agency**

SCHEDULE I

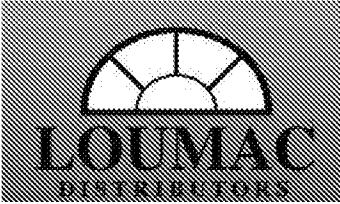
Part A

TRADEMARK REGISTRATIONS

	Mark	Source/Status	App. Date/ No. Reg. Date/No.	Owner
1.		USPTO Pending Principal Register	App# 88/469,893_ Filed: 12-JUN-2019 Reg 31-DEC-2019 Reg# 5949039_	Lampert Yards - US LBM, LLC DBA Lampert Lumber Delaware
2.	LOFT CABINETRY BY ELEVATIONS & Design 	USPTO Registered Principal Register	App# 87/589,926_ Filed: 30-AUG-2017 Reg 07-MAY-2019 Reg# 5746397	US LBM Holdings, LLC
3.	LOFT PLUS CABINETRY & Design 	USPTO Registered Principal Register	App# 88/100,866 Filed: 31-AUG-2018 Reg 30-JUL-2019 Reg# 5823278	US LBM Holdings, LLC
4.	PRO-JOIST TE	USPTO Registered Principal Register	App# 88/522,317 Filed: 18-JUL-2019 Reg 28-JAN-2020 Reg# 5973069	Bailey Lumber & Supply - US LBM, LLC
5.	XTREME TRUSS LEADERSHIP & Design 	USPTO Pending Principal Register	App# 87/436,323 Filed: 04-MAY-2017 Reg 29-OCT-2019 Reg# 5897637	US LBM Holdings, LLC

Part B

TRADEMARK APPLICATIONS

	Mark	Source/Status	App. Date/ No. Reg. Date/No.	Owner
1.		USPTO Registered Principal Register	App# 88/618,117_ Filed: 16-SEP-2019	LouMac Distributors - US LBM, LLC