

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600633

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Lumber Group, LLC		09/30/2020	Limited Liability Company: DELAWARE
Alexandria MW, LLC		09/30/2020	Limited Liability Company: INDIANA

RECEIVING PARTY DATA

Name:	Ankura Trust Company, LLC, as Collateral Agent
Street Address:	140 Sherman Street, 4th Floor
City:	Fairfield
State/Country:	CONNECTICUT
Postal Code:	06824
Entity Type:	Limited Liability Company: NEW HAMPSHIRE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	5089873	PEARL INTERIOR TRIM
Registration Number:	3063732	PEARL
Registration Number:	3207867	OUTBACK DECKING
Registration Number:	3377642	TITANIUM WHITE
Registration Number:	4636288	TIO2 TITANIUM WHITE
Registration Number:	4640141	TIO2 TITANIUMWHITE
Registration Number:	3560512	BOSTON CEDAR.COM
Registration Number:	3560889	BEVEL IN A BOX
Registration Number:	3557410	BEVEL IN A BOX
Registration Number:	3738002	CEDARSIDE
Registration Number:	4235634	CEDARSIDE
Registration Number:	4070377	TRUE GOLD
Registration Number:	4435449	BOSTON CEDAR
Registration Number:	4567010	WHITE GOLD BY BOSTON CEDAR
Registration Number:	3721440	U.S. LUMBER
Registration Number:	3739128	U.S. LUMBER
Registration Number:	1776547	HOUSE OF FARA

OP \$515.00 5089873

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1780306	HOUSE OF FARA
Registration Number:	1776548	ABOXABLOX
Serial Number:	88407150	USL DIRECT

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER: Theresa Volano

SIGNATURE: /Theresa Volano/

DATE SIGNED: 10/01/2020

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of ANKURA TRUST COMPANY, LLC, as collateral agent (together with its successors and permitted assigns in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties.

WHEREAS, Specialty Building Products Intermediate II, LLC, a Delaware limited liability company (“Holdings”), SBP Finance Corp., a Delaware corporation (“Finco”), Specialty Building Products Holdings, LLC, a Delaware limited liability company (“Parent Issuer” and together with Finco, the “Co-Issuers” and each a “Co-Issuer”) and the other Persons from time to time parties thereto as Guarantors have entered into that certain Indenture, dated as of September 30, 2020 (as amended, restated, amended and restated, supplemented, refinanced or otherwise modified or replaced from time to time, the “Indenture”), with Ankura Trust Company, LLC as Trustee and the Collateral Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Collateral Agreement.

WHEREAS, pursuant to the Indenture, the Grantors have executed and delivered that certain First Lien Notes Collateral Agreement, dated as of September 30, 2020, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Collateral Agreement”).

WHEREAS, under the terms of the Collateral Agreement and subject to the limitations contained therein, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, to the extent provided in Section 3.1 of the Collateral Agreement, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(a) (i) all United States copyrights, whether or not the underlying works of authorship have been published and whether as author, assignee, transferee or otherwise, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright

registrations, copyright applications, mask works registrations and mask works applications, and any renewals or extensions thereof, including each registration and application identified in Schedule 1, and (ii) the rights to print, publish and distribute any of the foregoing (“Copyrights”);

(b) all Copyright Licenses, to the extent such Grantor is not the granting party;

(c) (i) the right to sue or otherwise recover for any and all past, present and future Infringements and misappropriations of any of the property described in (a) and (b) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) and (b) above (the items described in (a), (b) and (c), collectively, the “Copyright Collateral”);

(d) (i) all United States trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, designs and general intangibles of like nature and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 2 (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(e) all Trademark Licenses, to the extent such Grantor is not the granting party;

(f) (i) the right to sue or otherwise recover for any and all past, present and future Infringements and misappropriations of any of the property described in (d) and (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (d) and (e) above (items described in clauses (d), (e) and (f), collectively, the “Trademark Collateral”);

(g) (i) all United States patents, patent applications and patentable inventions, including each issued patent and patent application identified in Schedule 3, all certificates of invention or similar property rights and all registrations, recordings and pending applications thereof, (ii) all inventions and improvements described and claimed therein and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon (collectively, the “Patents”);

(h) all Patent Licenses, to the extent such Grantor is not the granting party; and

(i) (i) the right to sue or otherwise recover for any and all past, present and future Infringements and misappropriations of any of the property described in (g) and (h) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (g) and (h) above (items described in (f), (g) and (h), collectively, the “Patent Collateral”).

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights and Commissioner of Patents and Trademarks, as applicable, and any other applicable United States record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

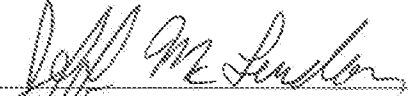
SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement and the Indenture. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement and the Indenture, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Collateral Agreement or the Indenture, the provisions of the Collateral Agreement or the Indenture, as applicable, shall govern.

SECTION 7 Notice. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.3 of the Collateral Agreement. Nothing in this IP Security Agreement or any other Note Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

U.S. LUMBER GROUP, LLC

By: 
Name: Jeff McLendon
Title: President and Chief Executive Officer

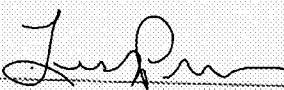
ALEXANDRIA MW, LLC

By: 
Name: Jeff McLendon
Title: President and Chief Executive Officer

*Signature Page to
IP Security Agreement*

TRADEMARK
REEL: 007066 FRAME: 0420

ANKURA TRUST COMPANY, LLC, as Collateral Agent

By: 

Name: Lisa J. Price

Title: Managing Director

COPYRIGHTS AND COPYRIGHT LICENSES

Grantor	Country	Copyright	Registration No.	Registration Date
ALEXANDRIA MW, LLC	US	Solid wood moulding blocks.	VA0000563756	09/17/1992
ALEXANDRIA MW, LLC	US	Hardwood door trim sets.	VA0000563755	09/17/1992
ALEXANDRIA MW, LLC	US	House of Fara, Inc., order form for various wood mouldings, June 1, 1992	TX0003406281	09/17/1992
ALEXANDRIA MW, LLC	US	Solid American Red Oak Wainsot 32" Tongue and Groove.	VA0001625933	01/24/2008
ALEXANDRIA MW, LLC	US	Hardwood Fluted Casing.	VA0001625931	01/24/2008
ALEXANDRIA MW, LLC	US	How To: Mouldings and Blocks.	PA0001591815	01/23/2008
ALEXANDRIA MW, LLC	US	Solid American Red Oak Planking 8' Tongue and Groove.	VA0001625930	01/24/2008
ALEXANDRIA MW, LLC	US	Pine Rosette Block.	VA0001625927	01/22/2008

TRADEMARKS AND TRADEMARK LICENSES

Registrations:

<u>U.S. Trademark</u>	<u>Serial No. / Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
PEARL INTERIOR TRIM	86/930960 3/7/2016	5,089,873	11/29/16	U.S. Lumber Group, LLC
PEARL	78/591198 3/21/2005	3,063,732	2/28/06	U.S. Lumber Group, LLC
OUTBACK DECKING	78/733500 10/14/2005	3,207,867	2/13/07	U.S. Lumber Group, LLC
TITANIUM WHITE	77/180625 5/14/2007	3,377,642	2/5/08	U.S. Lumber Group, LLC
TiO2 TITANIUM WHITE (Stylized and horizontal)	86/216650 3/10/2014	4,636,288	11/11/14	U.S. Lumber Group, LLC
TiO2 TITANIUM WHITE (Stylized, in color and horizontal)	86/216845 3/10/2014	4,640,141	11/18/14	U.S. Lumber Group, LLC
BOSTON CEDAR.COM & Design	77/484652 5/28/2008	3,560,512	1/13/09	U.S. Lumber Group, LLC
BEVEL IN A BOX	77/491624 6/5/2008	3,560,889	1/13/09	U.S. Lumber Group, LLC
BEVEL IN A BOX & Design (color)	77/491641 6/5/2008	3,557,410	1/6/09	U.S. Lumber Group, LLC
CEDARSIDE	77/643606 1/5/2009	3,738,002	1/12/10	U.S. Lumber Group, LLC
CEDARSIDE & Design	77/793582 7/30/2009	4,235,634	11/6/12	U.S. Lumber Group, LLC
TRUE GOLD	85/310841 5/3/2011	4,070,377	12/13/11	U.S. Lumber Group, LLC
BOSTON CEDAR	85/864029 3/1/2013	4,435,449	11/19/13	U.S. Lumber Group, LLC
WHITE GOLD BY BOSTON CEDAR	86/088786 10/10/2013	4,567,010	7/15/14	U.S. Lumber Group, LLC
U.S. LUMBER	77/710495 4/9/2009	3,721,440	12/08/09	U.S. Lumber Group, LLC
U.S. LUMBER & Design	77/710616 4/9/2009	3,739,128	1/19/10	U.S. Lumber Group, LLC
HOUSE OF FARA	74324303 21-OCT-1992	1776547	15-JUN-1993	Alexandria MW LLC

<u>U.S. Trademark</u>	<u>Serial No. / Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
HOUSE OF FARA and Design	74324306 21-OCT-1992	1780306	06-JUN-1993	Alexandria MW LLC
ABOXABLOX	74324307 21-OCT-1992	1776548	15-JUN-1993	Alexandria MW LLC

Applications:

<u>U.S. Trademark</u>	<u>Serial No. / Filing Date</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Owner</u>
USL DIRECT	88407150	88407150	4/29/20	U.S. Lumber Group, LLC

PATENTS AND PATENT LICENSES

None.