

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639894

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ABL Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BMC Stock Holdings, Inc.		04/16/2021	Corporation: DELAWARE
BMC West, LLC		04/16/2021	Limited Liability Company: DELAWARE
BMC East, LLC		04/16/2021	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Truist Bank (successor by merger to SunTrust Bank)		
Street Address:	3333 Peachtree Road, NE, 4th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4457606	BMC	
Registration Number:	4765371	READY-FRAME PRECISION PACKAGES BY BMC	
Registration Number:	4820704	BMC DESIGN	
Registration Number:	4596892	READY-FRAME	
Registration Number:	4616659	READY-FRAME	
Registration Number:	4608992	READY-FRAME PRECISION PACKAGES BY BMC	
Registration Number:	4843835	SMART BUNDLED	
Registration Number:	1879359	CHOO-CHOO BUILD-IT MART	
Registration Number:	1881661	CHOO-CHOO BUILD-IT MART	
Registration Number:	4038878	ARTRIM	
Registration Number:	4272483	FORTIS	
Registration Number:	6078700	R-BOX	
Registration Number:	6078699	R-HEADER	
Registration Number:	4109852	BMC BUILDING MATERIALS AND CONSTRUCTIONS	
CORRESPONDENCE DATA			

OP \$365.00 4457606

TRADEMARK

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

NAME OF SUBMITTER:	Elaine Carrera
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SIGNATURE:	/Elaine Carrera/
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DATE SIGNED:	04/16/2021
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Total Attachments: 6

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ABL TRADEMARK SECURITY AGREEMENT, dated as of April 16, 2021 (this “Agreement”), among BMC Stock Holdings, Inc., BMC West, LLC and BMC East, LLC, (each individually, a “Grantor,” and, collectively, the “Grantors”) and TRUIST BANK (as successor by merger to SUNTRUST BANK), as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Amended and Restated ABL Credit Agreement dated as of July 31, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among BUILDERS FIRSTSOURCE, INC. as Borrower, the other parties from time to time party hereto and TRUIST BANK (as successor by merger to SUNTRUST BANK), as Administrative Agent and (b) the Amended and Restated ABL Collateral Agreement dated of July 31, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantors are Affiliates of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. 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 Collateral Agreement. The rules of construction specified in Section 1.01(b) of the 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 Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, 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 Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the 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. Collateral Agreement and ABL/Bond Intercreditor Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the 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 Collateral Agreement, the

terms of the Collateral Agreement shall govern. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Creditors pursuant to the Collateral Agreement and (ii) the exercise of any right or remedy by the Collateral Agent thereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Collateral, are subject to the provisions of the ABL/Bond Intercreditor Agreement. In the event of any conflict between the terms of the ABL/Bond Intercreditor Agreement and the terms of this Agreement, the terms of the ABL/Bond Intercreditor 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.

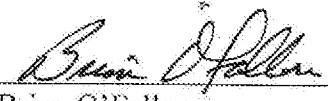
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BMC STOCK HOLDINGS, INC.
BMC EAST, LLC
BMC WEST, LLC
each, as a Grantor

By: 
Name: Timothy D. Johnson
Title: Executive Vice President, General Counsel
and Corporate Secretary

Truist Bank, as Collateral Agent

By: 
Name: Brian O'Fallon
Title: Director

Schedule I

U.S. Trademarks and Applications:

Trademark & Design	Registration / Application No.	Registration / Application Date	Registered Owner / Applicant
BMC (stand alone)	4,457,606	12/31/2013	BMC Stock Holdings, Inc.
READY-FRAME PRECISION PACKAGES BY BMC	4,765,371	06/30/2015	BMC Stock Holdings, Inc.
BMC DESIGN	4,820,704	09/29/2015	BMC Stock Holdings, Inc.
READY-FRAME (word mark & design mark)	4,596,892 (Mark) Class 37	09/02/2014	BMC Stock Holdings, Inc.
	4,616,659 (Mark) Class 19	10/07/2014	
READY-FRAME PRECISION PACKAGES BY BMC	4,608,992 (Design Mark) Class 37	09/23/2014	BMC Stock Holdings, Inc.
Smart Bundled	4,843,835	11/03/2015	BMC Stock Holdings, Inc.
Choo-Choo Build-It Mart	1,879,359	02/14/1995	BMC West, LLC
Choo-Choo Build-It Mart	1,881,661	02/28/1995	BMC West, LLC
ARTRIM	4,038,878	10/11/2011	BMC East, LLC
FORTIS	4,272,483	01/18/2013	BMC East, LLC
R-BOX	6078700 / 88657556	6/16/2020	BMC Stock Holdings, Inc.
R-HEADER	6078699 / 88657291	6/16/2020	BMC Stock Holdings, Inc.
BMC BUILDING MATERIALS AND CONSTRUCTION SERVICES (Design)	4109852 / 85181688	3/6/2012	BMC Stock Holdings, Inc.