

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639980

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

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:	WILMINGTON TRUST, NATIONAL ASSOCIATION
Street Address:	246 Goose Lane,
Internal Address:	Suite 105
City:	Guilford
State/Country:	CONNECTICUT
Postal Code:	06437
Entity Type:	National Banking Association: UNITED STATES

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

CH \$365.00 4457606

CORRESPONDENCE DATA**Fax Number:** 3128622200*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:** 3128623837**Email:** raza.siddiqui@kirkland.com**Correspondent Name:** Raza Siddiqui, Senior Paralegal**Address Line 1:** 300 N. LaSalle**Address Line 2:** Kirkland & Ellis LLP**Address Line 4:** Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	26194-1
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NAME OF SUBMITTER:	Raza Siddiqui
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SIGNATURE:	/razasiddiqui/
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DATE SIGNED:	04/16/2021
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Total Attachments: 5

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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 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, the 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. The 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.


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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

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Notes Collateral Agent

By: 
Name: Hallie E. Field
Title: Vice President

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.