

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681763

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERM INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Reeb Millwork II, LLC		10/15/2021	Limited Liability Company: NEW JERSEY
Reeb Millwork of Maryland, LLC		10/15/2021	Limited Liability Company: MARYLAND
U.S. Lumber Group, LLC		10/15/2021	Limited Liability Company: DELAWARE
Alexandria MW, LLC		10/15/2021	Limited Liability Company: INDIANA

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as Collateral Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Bank: UNITED KINGDOM

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	5089873	PEARL INTERIOR TRIM
Registration Number:	3063732	PEARL
Registration Number:	3207867	OUTBACK DECKING
Registration Number:	3622648	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:	4159359	CEDARTRIM
Registration Number:	4070377	TRUE GOLD

TRADEMARK

Property Type	Number	Word Mark
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
Registration Number:	1780306	HOUSE OF FARA
Registration Number:	1776548	ABOXABLOX
Registration Number:	3556793	2G
Registration Number:	3880425	ON-GUARD
Registration Number:	4333600	R E E B
Registration Number:	4315642	REEB
Registration Number:	5920069	REEB
Registration Number:	5354024	RF REEB FINISH
Registration Number:	1160952	DSD
Serial Number:	90538511	CAMBRIAN
Serial Number:	90538531	CONMIVO
Serial Number:	90554819	CRAYBURN
Serial Number:	90554846	MADDOX
Serial Number:	90554834	ROCHELE
Serial Number:	90538522	SANDHURST
Serial Number:	90382469	WHITE SHIELD

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: 800-494-5225

Email: ipteam@coagencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1500357 TERM
NAME OF SUBMITTER:	Karen S. Cottrell
SIGNATURE:	/Karen S. Cottrell/
DATE SIGNED:	10/18/2021

Total Attachments: 9

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TERM INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 15, 2021 (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 BARCLAYS BANK PLC, 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”), Specialty Building Products Holdings, LLC, a Delaware limited liability company (the “Administrative Borrower”), U.S. Lumber Group, LLC, a Delaware limited liability company (“USL”) and SBP Finance Corp., a Delaware limited liability company (“USL”) and SBP Finance Corp., a Delaware corporation (“SBP Finance”, together with the Administrative Borrower and USL, the “Borrowers”), have entered into that certain Term Credit Agreement, dated as of October 15, 2021 (as amended, restated, amended and restated, supplemented, refinanced or otherwise modified or replaced from time to time, the “Credit Agreement”), with Barclays Bank PLC, as the Administrative Agent and the Collateral Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Guarantee and Collateral Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantors have executed and delivered that certain Term Guarantee and Collateral Agreement, dated as of October 15, 2021, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and 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 Guarantee and 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; and

(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").

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.

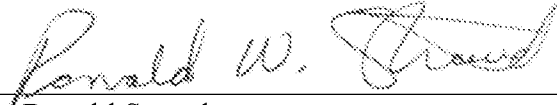
SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, 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 Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, 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 Guarantee and Collateral Agreement. Nothing in this IP Security Agreement or any other Loan 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.

ALEXANDRIA MW, LLC
REEB MILLWORK II, LLC
REEB MILLWORK OF MARYLAND, LLC
U.S. LUMBER GROUP, LLC

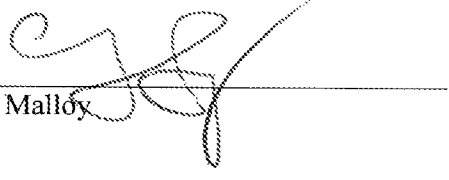
By: 
Name: Ronald Stroud
Title: Chief Financial Officer

BARCLAYS BANK PLC, as Collateral Agent

By: _____

Name: Craig J. Malloy

Title: Director

A handwritten signature in black ink, appearing to be 'CJ Malloy', written over a horizontal line. The signature is stylized and cursive.

*Signature Page to
IP Security Agreement*

COPYRIGHTS AND COPYRIGHT LICENSES



UNITED STATES COPYRIGHTS:

<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
Hardwood door trim sets.	VA0000563755	1992-09-17	Alexandria MW, LLC
Hardwood Fluted Casing.	VA0001625931	2008-01-24	Alexandria MW, LLC
House of Fara, Inc., order form for various wood mouldings, June 1, 1992	TX0003406281	1992-09-17	Alexandria MW, LLC
Pine Rosette Block.	VA0001625927	2008-01-22	Alexandria MW, LLC
Solid American Red Oak Planking 8' Tongue and Groove.	VA0001625930	2008-01-24	Alexandria MW, LLC
Solid American Red Oak Wainsot 32" Tongue and Groove.	VA0001625933	2008-01-24	Alexandria MW, LLC
Solid wood moulding blocks.	VA0000563756	1992-09-17	Alexandria MW, LLC
How To: Mouldings and Blocks.	PA0001591815	2008-01-23	Alexandria MW, LLC
Contractor survival program: plans & planning	TXu000934079	2000-12-01	Reeb Millwork II, LLC

TRADEMARKS AND TRADEMARK LICENSES

UNITED STATES TRADEMARKS:

<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
OUTBACK DECKING & Kangaroo Design	77/589235 10/9/2008	3,622,648	5/19/09	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
CEDARTRIM & Design	85/374966 7/19/2011	4,159,359	6/12/12	U.S. Lumber Group, LLC
TRUE GOLD	85/310841 5/3/2011	4,070,377	12/13/11	U.S. Lumber Group, LLC

<u>U.S. Trademark</u>	<u>Serial No./ Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
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	74/324303 10/21/1992	1,776,547	6/15/1993	Alexandria MW, LLC
	74/324306 10/21/1992	1,780,306	7/6/1993	Alexandria MW, LLC
ABOXABLOX	74/324307 10/21/1992	1,776,548	6/15/1993	Alexandria MW, LLC
2G	77475755 May 15, 2008	3556793	Registered: 1/1/2009 Last Renewal: 1/6/2019	Reeb Millwork II, LLC
CAMBRIAN	90538511	N/A	Published For Opposition Filed: 2/22/2021	Reeb Millwork II, LLC
CONMIVO	90538531	N/A	Published For Opposition Filed: 2/22/2021	Reeb Millwork II, LLC
CRAYBURN	90554819	N/A	Published For Opposition Filed: 3/2/2021	Reeb Millwork II, LLC
MADDOX	90554846	N/A	Published For Opposition Filed: 3/2/2021	Reeb Millwork II, LLC
ON-GUARD	77530491	3880425	Registered: 11/23/2010 Last Renewal: 11/23/2020	Reeb Millwork II, LLC
R E B and Design 	85511034	4333600	5/14/2013	Reeb Millwork II, LLC
REEB	85511023	4315642	4/9/2013	Reeb Millwork II, LLC

<u>U.S. Trademark</u>	<u>Serial No./ Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
REEB and Design 	88429643	5920069	11/26/ 2019	Reeb Millwork II, LLC
RF REEB FINISH and Design 	87386347	5354024	12/12/2017	Reeb Millwork II, LLC
Disclaimer: "FINISH"				
ROCHELE	90554834	N/A	Published For Opposition Filed: 3/2/2021	Reeb Millwork II, LLC
SANDHURST	90538522	N/A	Published For Opposition Filed: 2/22/2021	Reeb Millwork II, LLC
WHITE SHIELD	90382469	N/A	Non-Final Action – Mailed 6/10/2021 Register Type: Principal Register	Reeb Millwork II, LLC
DSD	73212935	1160952	Registered: 7/14/1981 Last Renewal: 7/14/2011	REEB Millwork of Maryland, LLC