

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM683432

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BLUELINX CORPORATION		10/25/2021	Corporation: GEORGIA
LAKE STATES LUMBER, INC.		10/25/2021	Corporation: MINNESOTA

## RECEIVING PARTY DATA

<b>Name:</b>	Truist Bank
<b>Street Address:</b>	2713 Forest Hills Road, Building 2 - Floor 2
<b>Internal Address:</b>	Mail Code: 100-50-02-80
<b>City:</b>	Wilson
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27893
<b>Entity Type:</b>	Chartered Bank: NORTH CAROLINA

## PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	3060757	BLUELINX
Registration Number:	3038249	BLUELINX
Registration Number:	2816997	BUILDER CONNECTION
Registration Number:	1594257	CASTLE RIDGE
Registration Number:	1693018	CHATHAM RIDGE
Registration Number:	4381194	COMPASS
Registration Number:	4602963	COUNTRY HOME COLLECTIONS
Registration Number:	2942210	
Registration Number:	2990684	
Registration Number:	1592036	FOREST RIDGE
Registration Number:	4255047	LIFEGUARD1000
Registration Number:	4255048	LIFEGUARD1500
Registration Number:	4324727	ONCENTER
Registration Number:	5454810	PARK SCAPE
Registration Number:	1991923	PARKSIDE
Registration Number:	4467613	PRIMELINX
Registration Number:	5728391	PRIMELINX SHADOW GAP

OP \$990.00 3060757

Property Type	Number	Word Mark
Registration Number:	4463258	PROLINE PLUS
Registration Number:	4463961	PROLINX
Registration Number:	5074289	PROLINX SPECIALTY PANELS
Registration Number:	1175799	RANCHGUARD
Registration Number:	5728437	SHADOW GAP
Registration Number:	1469802	SHADOW RIDGE
Registration Number:	4658436	SOMERSET COASTAL
Registration Number:	3602522	STEELLINX
Registration Number:	3207628	TOUGH-GUARD
Registration Number:	2965308	VISION PRO
Registration Number:	6008046	WHEN IT'S BUILT RIGHT, IT'S ONCENTER!
Registration Number:	4033973	WHISTLER PREMIUM WESTERN RED CEDAR WP4 P
Registration Number:	3741092	ROUGH RIDER
Registration Number:	3382996	XGUARD
Registration Number:	2655619	NORWAY HEWN
Registration Number:	5648963	PROLINX
Registration Number:	6471671	PROLINX
Serial Number:	90006675	BLUELINX AMERICA'S BUILDING PRODUCTS DIS
Serial Number:	90006685	BLUELINX
Registration Number:	3001742	CEDAR LANE
Registration Number:	3030550	NATURAL TRADITIONS
Serial Number:	88583420	DURALINX

**CORRESPONDENCE DATA**

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

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:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	10/25/2021

**Total Attachments: 11**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 25 day of October, 2021, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and TRUIST BANK, as Collateral Agent (in such capacity, together with its successors and assigns in such capacity, “Agent”).

### WITNESSETH:

**WHEREAS**, reference is made to (a) that certain Indenture dated as of October 25, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the “Indenture”), by and among BlueLinx Holdings Inc., a Delaware corporation (the “Issuer”), the Guarantors party thereto and Truist Bank, as Trustee and Collateral Agent and (b) that certain Security Agreement, dated as of October 25, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”), by and among the Issuer, the other Grantors party thereto and the Agent .

**WHEREAS**, Holders have agreed to purchase and hold the Notes subject to the terms and conditions set forth in the Indenture. The Grantors are Affiliates of the Issuer and are willing to execute and deliver this Patent Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Indenture, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other Secured Parties or any of them whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Security Document. This Trademark Security Agreement may be executed in two or more counterparts, each one of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature to this Trademark Security Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. Federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. Each of the parties hereto represents and warrants to the other parties that it has the capacity and authority to execute this Trademark Security Agreement through electronic means. This Trademark Security Agreement may not be amended or modified unless in writing by all of the parties hereto, and no condition herein (express or implied) may be waived unless waived in writing by each party whom the condition is meant to benefit.

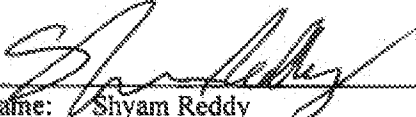
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

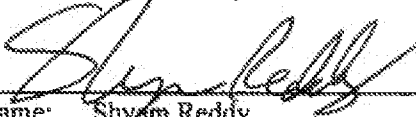
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**BLUELIX CORPORATION**

By:   
Name: Shyam Reddy  
Title: SVP, Chief Administrative Officer and  
General Counsel

**LAKE STATES LUMBER, INC.**

By:   
Name: Shyam Reddy  
Title: SVP, Chief Administrative Officer and  
General Counsel

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**TRUIST BANK**

By: \_\_\_\_\_  
Name:  
Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK  
REEL: 007471 FRAME: 0204**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**BLUELINX CORPORATION**

By: \_\_\_\_\_  
Name: Shyam Reddy  
Title: SVP, Chief Administrative Officer and  
General Counsel

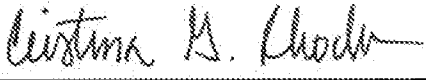
**LAKE STATES LUMBER, INC.**

By: \_\_\_\_\_  
Name: Shyam Reddy  
Title: SVP, Chief Administrative Officer and  
General Counsel

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**TRUIST BANK**

By:   
Name: Cristina G. Rhodebeck  
Its Authorized Signatory


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I


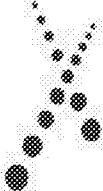
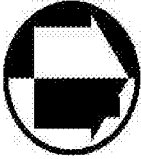

to

TRADEMARK SECURITY AGREEMENT

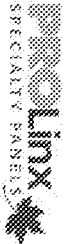
Trademark Registrations/Applications

Country	Mark	Status	App. No Filing Date	Reg. No. Reg. Date	Owner
Canada	TOUGH-GUARD	Registered	704967 May 14, 1992	TMA481997 Sep 3, 1997	BLUELINX CORPORATION
USA	BLUELINX	Registered	76586025 Apr 8, 2004	3060757 Feb 21, 2006	BLUELINX CORPORATION
USA	BLUELINX (and design) 	Registered	76588063 Apr 19, 2004	3038249 Jan 3, 2006	BLUELINX CORPORATION
USA	BUILDER CONNECTION	Registered	78107973 Feb 11, 2002	2816997 Feb 24, 2004	BLUELINX CORPORATION
USA	CASTLE RIDGE	Registered	73828230 Sep 28, 1989	1594257 May 1, 1990	BLUELINX CORPORATION
USA	CHATHAM RIDGE	Registered	74114696 Nov 13, 1990	1693018 Jun 9, 1992	BLUELINX CORPORATION
USA	COMPASS	Registered	85705095 Aug 16, 2012	4381194 Aug 6, 2013	BLUELINX CORPORATION





USA	COUNTRY HOME COLLECTIONS (and design)	Registered	86039010	4602963	BLUELINX CORPORATION
			Aug 15, 2013	Sep 9, 2014	
USA	Design Only	Registered	78468766	2942210	BLUELINX CORPORATION
			Aug 17, 2004	Apr 19, 2005	
USA	Design Only	Registered	78474801	2990684	BLUELINX CORPORATION
			Aug 27, 2004	Aug 30, 2005	
USA	FOREST RIDGE	Registered	73828158	1592036	BLUELINX CORPORATION
			Sep 28, 1989	Apr 17, 1990	
USA	LIFEGUARD1000	Registered	85439707	4255047	BLUELINX CORPORATION
			Oct 5, 2011	Dec 4, 2012	
USA	LIFEGUARD1500	Registered	85439719	4255048	BLUELINX CORPORATION
			Oct 5, 2011	Dec 4, 2012	
USA	ONCENTER (and design)	Registered	77968119	4324727	BLUELINX CORPORATION
			Mar 25, 2010	Apr 23, 2013	
USA	PARK SCAPE	Registered	87370061	5454810	BLUELINX CORPORATION
			Mar 14, 2017	Apr 24, 2018	

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USA	PARKSIDE	Registered	74565612	Aug 25, 1994	1991923	Aug 6, 1996	BLUELINX CORPORATION
USA	PRIMELINX	Registered	85770208	Nov 2, 2012	4467613	Jan 14, 2014	BLUELINX CORPORATION
USA	PRIMELINX SHADOW GAP	Pending	87326909	Feb 7, 2017	5728391	Apr 16, 2019	BLUELINX CORPORATION
USA	PROLINE PLUS	Registered	85545533	Feb 17, 2012	4463258	Jan 7, 2014	BLUELINX CORPORATION
USA	PROLINX	Registered	85822614	Jan 14, 2013	4463961	Jan 7, 2014	BLUELINX CORPORATION
USA	PROLINX SPECIALTY PANELS (and design)	Registered	86654370	Jun 8, 2015	5074289	Nov 1, 2016	BLUELINX CORPORATION
							
USA	RANCHGUARD	Registered	73266099	Jun 12, 1980	1175799	Nov 3, 1981	BLUELINX CORPORATION
USA	SHADOW GAP	Registered	87354382	Mar 1, 2017	5728437	Apr 16, 2019	BLUELINX CORPORATION
USA	SHADOW RIDGE	Registered	73656177	Apr 20, 1987	1469802	Dec 22, 1987	BLUELINX CORPORATION
USA	SOMERSET COASTAL	Registered	86087125	Oct 9, 2013	4658436	Dec 23, 2014	BLUELINX CORPORATION

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USA	STELLINX	Registered	78819092	3602522	BLUELINX CORPORATION
USA	TOUGH-GUARD	Registered	Feb 20, 2006 78692949	Apr 7, 2009 3207628	BLUELINX CORPORATION
USA	VISION PRO	Registered	Aug 15, 2005 78427034	Feb 13, 2007 2965308	BLUELINX CORPORATION
USA	WHEN IT'S BUILT RIGHT, IT'S ONCENTER!	Registered	May 28, 2004 88657303	Jul 5, 2005 6008046	Bluelinx Corporation
USA	WHISTLER PREMIUM WESTERN RED CEDAR WP4 PANNELING	Registered	Oct 16, 2019 85177724	Mar 10, 2020 4033973	LAKE STATES LUMBER, INC.
USA	 WHISTLER		Nov. 16, 2010	Oct. 4, 2011	LAKE STATES LUMBER, INC.
USA	ROUGH RIDER & Design	Registered	77682467	3741092	LAKE STATES LUMBER, INC.
	 Rough Rider		Mar. 3, 2009	Jan. 19, 2010	
USA	XGUARD	Registered	78740618	3382996	LAKE STATES LUMBER, INC.
	XGUARD		Oct. 26, 2005	Feb. 12, 2008	

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USA	NORWAY HEWN	Registered	76143674	2655619	LAKE STATES LUMBER, INC.
USA	PROLINX	Registered	87942631	5648963	BLUELINX CORPORATION
USA	PROLINX	Registered	88651582	6471671	BlueLinx Corporation
USA	BLUELINX AMERICAS BUILDING PRODUCTS DISTRIBUTOR & Design	Pending	90006675	Aug 31, 2021	BlueLinx Corporation
USA	BLUELINX & Design (2020)	Pending	90006685		BlueLinx Corporation



TRADEMARK

Trademarks Not Currently In Use

Country	Mark	Status	App. No Filing Date	Reg. No. Reg. Date	Owner
USA	CEDAR LANE	Cancelled	78466508 Aug 12, 2004	3001742 Sep 27, 2005	BLUELINX CORPORATION
USA	NATURAL TRADITIONS	Cancelled	78403939 Apr. 19, 2004	3030550 Dec. 13, 2005	BLUELINX CORPORATION
USA	DURALINX	Abandoned	88583420 Aug 19, 2019		BlueLinx Corporation

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