

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM729826

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	Security Agreement
<b>RESUBMIT DOCUMENT ID:</b>	900686426

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WTS Paradigm, LLC		04/06/2022	Limited Liability Company: WISCONSIN

## RECEIVING PARTY DATA

<b>Name:</b>	Truist Bank, as successor by merger to SunTrust Bank, as Collateral Agent
<b>Street Address:</b>	3333 Peachtree Road NE
<b>Internal Address:</b>	4th Floor
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30326
<b>Entity Type:</b>	Bank: UNITED STATES

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	6029666	PARADIGM
Registration Number:	4525314	WTS PARADIGM
Registration Number:	4908260	SAFEGUARD
Registration Number:	4147900	TOUCHQUOTE
Registration Number:	3249205	WTS PARADIGM

## 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: Ted.mulligan@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Doris Ka
<b>SIGNATURE:</b>	/Doris Ka/

<b>DATE SIGNED:</b>	05/24/2022
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**Total Attachments: 6**

- source=Builders - Trademark Security Agreement (ABL) - 4-6-22 REV#page1.tif
- source=Builders - Trademark Security Agreement (ABL) - 4-6-22 REV#page2.tif
- source=Builders - Trademark Security Agreement (ABL) - 4-6-22 REV#page3.tif
- source=Builders - Trademark Security Agreement (ABL) - 4-6-22 REV#page4.tif
- source=Builders - Trademark Security Agreement (ABL) - 4-6-22 REV#page5.tif
- source=Builders - Trademark Security Agreement (ABL) - 4-6-22 REV#page6.tif

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

WTS Paradigm, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company - Wisconsin
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) April 6, 2022

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Truist Bank, as successor by merger to SunTrust Bank,  
as Collateral Agent

Street Address: 3333 Peachtree Road, NE 4th Floor

City: Atlanta

State: GA

Country: USA Zip: 30326

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_  
see attached Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Builders (78840.0166 ABL)

Email Address: dka@cahill.com

**6. Total number of applications and registrations involved:** 5

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:** \_\_\_\_\_  
*Doris Ka*  
Signature

\_\_\_\_\_ April 6, 2022  
Date

\_\_\_\_\_  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ABL TRADEMARK SECURITY AGREEMENT, dated as of April 6, 2022 (this “Agreement”), among WTS Paradigm, LLC, a Wisconsin limited liability company (the “Grantor”) 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 Grantor is an Affiliate of the Borrower 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, the 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 Grantor 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 Grantor hereby acknowledges and affirms 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.

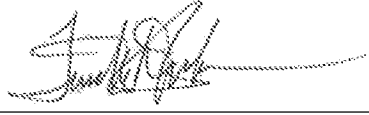
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement 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.

*[Remainder of Page Intentionally Left Blank]*

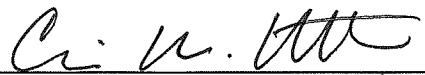
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**WTS PARADIGM, LLC, as Grantor**

By: 

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

**TRUIST BANK**, as Collateral Agent

By:   
Name: Christopher M. Waterstreet  
Title: Director

Schedule I

U.S. Trademarks and Applications:

<b>Trademark &amp; Design</b>	<b>Registration / Application No.</b>	<b>Registration / Application Date</b>	<b>Registered Owner / Applicant</b>
PARADIGM	6029666	April 7, 2020	WTS Paradigm, LLC
WTS PARADIGM	4525314	May 6, 2014	WTS Paradigm, LLC
SAFEGUARD	4908260	March 1, 2016	WTS Paradigm, LLC
TOUCHQUOTE	4147900	May 22, 2012	WTS Paradigm, LLC
WTS PARADIGM	3249205	June 5, 2007	WTS Paradigm, LLC