

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM789957

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
US LBM Operating Co. 2009, LLC		01/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	US LBM Holdings, LLC		
Street Address:	2150 E. LAKE COOK RD., SUITE 1010		
City:	BUFFALO GROVE		
State/Country:	ILLINOIS		
Postal Code:	60089		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6373401	ACS AMERICAN CONSTRUCTION SOURCE	
Registration Number:	6373402	ACS AMERICAN CONSTRUCTION SOURCE	
Registration Number:	6373400	AMERICAN CONSTRUCTION SOURCE (ACS)	
CORRESPONDENCE DATA			
Fax Number:	3122691747		
<i>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.</i>			
Phone:	3122698000		
Email:	trademarks@nge.com		
Correspondent Name:	Thomas C. McDonough		
Address Line 1:	2 North LaSalle Street, Suite 1700		
Address Line 2:	Neal, Gerber & Eisenberg LLP		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	029699.0010		
NAME OF SUBMITTER:	Thomas C. McDonough		
SIGNATURE:	/Thomas C. McDonough/		
DATE SIGNED:	02/27/2023		
Total Attachments: 5			
source=IP Assignment Agreement between US LBM Operating Co. 2009 LLC and US LBM Holdings LLC with			

CH \$90.00 6373401

Schedules)#page1.tif

source=IP Assignment Agreement between US LBM Operating Co. 2009 LLC and US LBM Holdings LLC with Schedules)#page2.tif

source=IP Assignment Agreement between US LBM Operating Co. 2009 LLC and US LBM Holdings LLC with Schedules)#page3.tif

source=IP Assignment Agreement between US LBM Operating Co. 2009 LLC and US LBM Holdings LLC with Schedules)#page4.tif

source=IP Assignment Agreement between US LBM Operating Co. 2009 LLC and US LBM Holdings LLC with Schedules)#page5.tif

TRADEMARK AND TRADE NAME ASSIGNMENT

This TRADEMARK AND TRADE NAME ASSIGNMENT (“Assignment”), effective as of January 1, 2023, is made by **US LBM Operating Co. 2009, LLC**, a Delaware limited liability company, (“Assignor”), in favor of **US LBM Holdings, LLC**, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignee and its affiliates intend to carry out a restructuring and integration of its businesses (the “Restructuring”); in part, through the consolidation of certain subsidiaries and distribution centers;

WHEREAS, the Restructuring is intended to, among other benefits, improve customer interaction through consolidated legal entities; simplify corporate and operational processes and systems; and facilitate orderly expansion;

WHEREAS, Assignor owns certain registered and unregistered trademarks and service marks, together with all common law rights therein, and all goodwill associated therewith;

WHEREAS, Assignor owns certain registered and unregistered trade names, together with all common law trademark or service mark rights inherent therein, and all goodwill associated therewith; and

WHEREAS, in furtherance of the Restructuring, Assignor desires to and has agreed to convey, transfer and assign to Assignee the ownership of the foregoing trademarks, service marks and trade name rights, as defined herein, in the United States and throughout the world;

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, all of Assignor’s right, title and interest in and to the following assets:

(a) all common-law and registered trademarks and trade dress owned by Assignor in any jurisdiction and the goodwill connected with the use of and symbolized thereby, together with all trademark registrations and applications of Assignor and all issuances, extensions and renewals thereof, including the Federally registered or applied for trademarks and service marks set forth in the attached **Schedule 1** (collectively, the “**Trademarks**”);

(b) all registered and unregistered trade names and “doing business as” names owned by Assignor in any jurisdiction and any trademark rights therein and the goodwill connected with the use of and symbolized thereby, together with all registrations and applications of Assignor and all issuances, extensions and renewals thereof, including the trade names set forth in the attached **Schedule 2** (collectively, the “**Trade Names**”);

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action in any jurisdiction, with respect to any

of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Secretary of State or equivalent officer of various states, the Commissioner of Patents and Trademarks of the United States, and any other governmental officials of any jurisdiction, as applicable, to record and register this Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Trademarks and Trade Names are properly assigned to Assignee, or any assignee or successor thereto.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

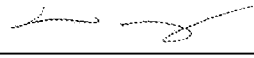
4. Successors and Assigns. This Assignment shall be binding upon Assignor and its successors, legal representatives and assigns, and shall inure to the benefit of Assignee and its successors, legal representatives and assigns.

5. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

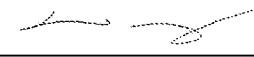
[Signature Page Follows]


IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the date first above written.

US LBM OPERATING CO. 2009, LLC

By: 
Name: Manish Shanbhag
Title: Executive Vice President, General Counsel, and Secretary

US LBM HOLDINGS, LLC

By: 
Name: Manish Shanbhag
Title: Executive Vice President, General Counsel, and Secretary

Mark	Former Opco	Assignor	Source	Status	App Date	App. No.	Reg. Date	Reg. No.	Assignee
ACS American Construction Source	ACS Opco LLC	US LBM Operating Co. 2009, LLC	USPTO Principal Register	Registered	9/20/2018	88/125,367	6/1/2021	6,373,401	US LBM Holdings, LLC
ACS American Construction Source and Design	ACS Opco LLC	US LBM Operating Co. 2009, LLC	USPTO Principal Register	Registered	9/20/2018	88/125,370	6/1/2021	6,373,402	US LBM Holdings, LLC
									
American Construction Source (ACS)	ACS Opco LLC	US LBM Operating Co. 2009, LLC	USPTO Principal Register	Registered	9/20/2018	88/125,356	6/1/2021	6,373,400	US Holdings LBM, LLC

TRADEMARK
REEL: 007985 FRAME: 0431

Former Opco	Assignor	Tradename	License Authority	State/Province	Expiration Due Date	Assignee
ACS Opco LLC	US LBM Operating Co. 2009, LLC	Foley Lumber	Minnesota Secretary of State	Minnesota	12/31/2022	US LBM Holdings, LLC
ACS Opco LLC	US LBM Operating Co. 2009, LLC	ACS HOLDCO				US LBM Holdings, LLC
ACS Opco LLC	US LBM Operating Co. 2009, LLC	Milaca Building Center	Minnesota Secretary of State	Minnesota	12/31/2022	US LBM Holdings, LLC
ACS Opco LLC	US LBM Operating Co. 2009, LLC	ACS Opco				US LBM Holdings, LLC

TRADEMARK