

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment to Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boise Cascade Company	FORMERLY Boise Cascade, L.L.C.	02/04/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance, LLC		
Street Address:	2450 Colorado Avenue		
Internal Address:	Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	944711	CASCADE	
Registration Number:	1183781		
Registration Number:	1503401		
Registration Number:	2981342	BOISE	
Registration Number:	3868925		
Registration Number:	3983005	BOISE CASCADE	
Registration Number:	2970229	CASCADE	
Registration Number:	2937960	CASCADE	
CORRESPONDENCE DATA			
Fax Number:	3126984547		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312.849.8173		

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Email: cscheer@mcguirewoods.com
Correspondent Name: Charles A. Scheer, McGuireWoods LLP
Address Line 1: 77 West Wacker Drive
Address Line 2: Suite 4100
Address Line 4: Chicago, ILLINOIS 60601-1818

NAME OF SUBMITTER:	Charles Scheer
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Signature:	/cs/
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Date:	02/20/2013
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Total Attachments: 4
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AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This Amendment to Trademark Security Agreement (this "**Amendment**") is dated as of February 4, 2013, and is between WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "**Agent**"), BOISE CASCADE COMPANY (f/k/a Boise Cascade, L.L.C.), a Delaware corporation ("**Boise Cascade**"), and the other Grantors listed on the signature pages hereof (collectively, jointly and severally, "**Grantors**" and each individually "**Grantor**").

WHEREAS, Grantors entered into a Trademark Security Agreement dated as of July 13, 2011 in favor of the Agent, which Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 14, 2011 at Reel/Frame: 004582/0842 (as amended, restated, supplemented, or otherwise modified before the date of this Amendment, the "**Trademark Security Agreement**");

WHEREAS, Boise Cascade has informed the Agent that Boise Cascade has (i) converted from a Delaware limited liability company to a Delaware corporation and (ii) changed its name to Boise Cascade Company (collectively, the "**Conversion**"); and

WHEREAS, in connection with the Conversion, the Agent and Grantors desire to amend certain terms and provisions of the Trademark Security Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** Defined terms used but not defined in this Amendment are as defined in the Trademark Security Agreement.

2. **Amendment.** Effective as of the Amendment Effective Date (as defined below), the Trademark Security Agreement is hereby amended so that each reference in the Trademark Security Agreement to Boise Cascade, L.L.C., a Delaware limited liability company, or to "Boise Cascade", shall be amended to mean and be a reference to Boise Cascade Company, a Delaware corporation.

3. **Conditions.** This Amendment shall become effective on the date this Amendment shall have been executed and delivered by Agent and Grantors (that date, the "**Amendment Effective Date**"). Agent's delivery to Boise Cascade of a copy of this Amendment executed by all necessary parties described in this Section 3 shall be deemed evidence that the Amendment Effective Date has occurred.

4. **Miscellaneous.** (a) This Amendment is governed by, and is to be construed in accordance with, the laws of the State of New York. Each provision of this Amendment is severable from every other provision of this Amendment for the purpose of determining the legal enforceability of any specific provision.

(b) This Amendment binds Agent and Grantors and their respective successors and assigns, and will inure to the benefit of Agent and Grantors and the successors and assigns of Agent.

(c) Except as specifically modified by the terms of this Amendment, all other terms and provisions of the Trademark Security Agreement are incorporated by reference in this Amendment and in all respects continue in full force and effect. Each Grantor, by execution of this Amendment, hereby reaffirms, assumes, and binds themselves to all applicable obligations, duties, rights, covenants, terms, and conditions that are contained in the Trademark Security Agreement, as amended hereby (including the granting of any Liens in favor of Agent).

(d) This Amendment is a Loan Document. Each Grantor acknowledges that Agent's reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees) incurred in connection with this Amendment constitute Lender Group Expenses.

(e) The parties may sign this Amendment in several counterparts, each of which will be deemed to be an original but all of which together will constitute one instrument.

[SIGNATURE PAGES TO FOLLOW]

The parties are signing this Amendment to Trademark Security Agreement as of the date stated in the introductory clause.

BOISE CASCADE COMPANY,
a Delaware corporation, as a Grantor

By: Kelly Hibbs
Name: Kelly Hibbs
Title: Vice President and Controller

BOISE CASCADE BUILDING MATERIALS DISTRIBUTION,
L.L.C.,
a Delaware limited liability company, as a Grantor

By: Kelly Hibbs
Name: Kelly Hibbs
Title: Vice President and Controller

BOISE CASCADE WOOD PRODUCTS, L.L.C.,
a Delaware limited liability company, as a Grantor

By: Kelly Hibbs
Name: Kelly Hibbs
Title: Vice President and Controller

BOISE CASCADE WOOD PRODUCTS HOLDINGS CORP.,
a Delaware corporation, as a Grantor

By: Kelly Hibbs
Name: Kelly Hibbs
Title: Vice President and Controller

[Signature page to Amendment to Trademark Security Agreement]

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company, as Agent

By: 

Name: Rina Shinoda

Title: Vice President

[Signature page to Amendment to Trademark Security Agreement]