

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM769853

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN GRANT OF SECURITY INTEREST IN TRADEMARK		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FOXWORTH-GALBRAITH LUMBER COMPANY, as a Grantor		11/23/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as the Collateral Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6067917	WE'RE LUMBER 1	
Registration Number:	3295480	FOXWORTH GALBRAITH	
Registration Number:	2074026	GO WITH THE PROS	
Registration Number:	1341692	GO WHERE THE PROS GO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1839265 1L		
NAME OF SUBMITTER:	Jenny Lim		
SIGNATURE:	/Jenny Lim/		

OP \$115.00 6067917

DATE SIGNED:	11/23/2022
Total Attachments: 5 source=A - First Lien Grant of Security Interest in Trademark - Joinder No. 2#page2.tif source=A - First Lien Grant of Security Interest in Trademark - Joinder No. 2#page3.tif source=A - First Lien Grant of Security Interest in Trademark - Joinder No. 2#page4.tif source=A - First Lien Grant of Security Interest in Trademark - Joinder No. 2#page5.tif source=A - First Lien Grant of Security Interest in Trademark - Joinder No. 2#page6.tif	

FIRST LIEN GRANT OF
SECURITY INTEREST IN TRADEMARK

This FIRST LIEN GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of November 23, 2022 (this “Agreement”), is made by Foxworth-Galbraith Lumber Company, a Delaware corporation (a “Grantor”), in favor of Barclays Bank PLC, as the Collateral Agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of December 18, 2020 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the “Credit Agreement”), among BCPE ULYSSES BUYERCO, INC., a Delaware corporation (“Holdings”), BCPE ULYSSES MERGER SUB, LLC, a Delaware limited liability company, and after giving effect to the Target Merger, LBM ACQUISITION, LLC, a Delaware limited liability company (the “Borrower”), the Lenders from time to time party thereto, BARCLAYS BANK PLC, as the Administrative Agent and the Collateral Agent, and the other parties from time to time party thereto, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower and any Subsidiaries of the Borrower that are or become a party thereto as Grantors, have executed and delivered the First Lien Security Agreement, dated as of December 18, 2020 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the “Security Agreement”), or a supplement thereto;

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans to the Borrower, and to induce one or more Cash Management Banks, Bank Product Providers or Hedge Banks to enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements, respectively, with Holdings, the Borrower and/or the Restricted Subsidiaries, the Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein, or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement, or if not defined therein, in the Credit Agreement.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of its right, title and interest in, to and under the following property owned by such Grantor or in which such Grantor has any right title or interest (collectively, the “Trademark 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 Obligations, but excluding the Excluded Property.

(i) the Trademarks listed on Schedule A hereto, and all extensions or renewals thereof, (ii) all goodwill associated therewith or symbolized thereby, (iii) all rights, priorities and privileges related thereto, and (iv) all rights to sue at law or in equity for any infringement, dilution or other violation or impairment thereof, including the right to receive all Proceeds therefrom.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.4 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the Security Interest in the Trademark Collateral of such Grantor under this First Lien Grant of Security Interest in Trademarks.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

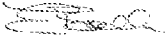
6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the day and year first above written.

FOXWORTH-GALBRAITH LUMBER COMPANY,
as a Grantor

By: 
Name: Enrico Batelli
Title: Vice President, Chief Accounting Officer and Corporate
Controller

BARCLAYS BANK PLC,
as the Collateral Agent

By: 
Name: Joseph Jordan
Title: Managing Director

SCHEDULE A

U.S. Trademark Registrations and Applications

Jurisdiction	Serial Number	Registration Number	Word Mark	Live/Dead	Class(es)
United States	88664123	6067917	WE'RE LUMBER 1	Live	035
United States	78812086	3295480	FOXWORTH GALBRAITH	Live	035; 037; 040
United States	75151318	2074026	GO WITH THE PROS	Live	035
United States	73505868	1341692	GO WHERE THE PROS GO	Live	042